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# भारत का राजपत्र The Gazette of India

प्राधिकार से प्रकाशित  
PUBLISHED BY AUTHORITY

सं० 39] नई दिल्ली, शनिवार, सितम्बर 27, 1969/आश्विन 5, 1891

No. 39] NEW DELHI, SATURDAY, SEPTEMBER 27, 1969/ASVINA 5, 1891

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके।

Separate paging is given to this Part in order that it may be filed as a separate compilation.

नोटिस

NOTICE

नीचे लिखे भारत के असाधारण राजपत्र 12 सितम्बर, 1969 तक प्रकाशित किये गये :—

The undermentioned Gazettes of India Extraordinary were published up to the 12th September, 1969:—

Issue No.	No. and Date	Issued by	Subject
305	S.O. 3622, dated 3rd September, 1969.	Ministry of Information & Broadcasting.	Approval of the films as specified in the Schedule therein.
	एस० ओ० 3623, दिनांक 3 सितम्बर, 1969।	सूचना और प्रसारण मंत्रालय	अनुसूची में दी गई फिल्मों की स्वीकृति देना।
306	S.O. 3624, dated 3rd September, 1969.	Cabinet Secretariat	The Government of India (Allocation of Business) (Seventy-fourth Amendment) Rules, 1969.
307	S.O. 3625, dated 5th September, 1969.	Ministry of Foreign Trade and Supply.	The Exports (Control) Sixteenth Amendment Order, 1969.
308	S.O. 3626/IDRA/18A/69, dated 6th September, 1969.	Ministry of Industrial Development, Internal Trade and Company Affairs.	Authorising the Gujarat Textile Corporation, Ltd., Ahmedabad, to take over the management of the Ahmedabad New Textile Mills Co. Ltd., Ahmedabad, subject to the terms and condition mentioned therein.

Issue No.	No. and Date	Issued by	Subject
309	S.O. 3627, dated 8th September, 1969.	Ministry of Foreign Trade and Supply	The Export of Vacuum Flasks (Inspection) Amendment Rules, 1969.
310	S.O. 3628, dated 9th September, 1969.	Do.	The Export of Laundry Soap (Inspection) Amendment Rules, 1969.
311	S.O. 3731, dated 9th September, 1969.	Ministry of Home Affairs.	Extending the period of tenure of the Commission of Inquiry upto the 30th September, 1969.
312	S.O. 3732, dated 10th September, 1969.	Ministry of Foreign Trade and Supply.	The Export Inorganic Chemicals (Inspection) Amendment Rules
313	S.O. 3733, dated 10th September, 1969.	Election Commission of India.	Calling upon the elected members of the Legislative Assembly of the State of Tamil Nadu to elect a person in the Council of States of that State.
	S.O. 3734, dated 10th September, 1969.	Do.	Appointment of dates for the above election (S.O. 3733).
	S.O. 3725, dated 10th September, 1969.	Do.	Fixation of hours for the above election (S.O. 3733).
	S.O. 3736, dated 10th September, 1969.	Do.	Designating the Secretary, Tamil Nadu Legislative Assembly Department, Madras to be the Returning Officer for the above election. (S.O. 3733).
	S.O. 3737, dated 10th September, 1969.	Do.	Appointment of the Assistant Secretary (Bills), Tamil Nadu Legislative Assembly Department to assist the Returning Officer for the above election (S.O. 3733).
एस० ओ० 3738, दिनांक 10 सितम्बर, 1969।	भारत निर्वाचन आयोग	तमिल नाडु	राज्य की विधान सभा के निर्वाचित सदस्यों से अपेक्षा करना कि उस राज्य के राज्य सभा के लिये एक व्यक्ति निर्वाचित करे।
एस० ओ० 3739, दिनांक 10 सितम्बर, 1969।	तदैव	उपर होने वाले निर्वाचन के लिये	तारीख नियत करना (एस० ओ० 3738)।
एस० ओ० 3740, दिनांक 10 सितम्बर 1969।	तदैव	उपर होने वाले निर्वाचन के लिये	समय नियत करना (एस० ओ० 3738)।
एस० ओ० 3741, दिनांक 10 सितम्बर 1969।	तदैव	उपर होने वाले निर्वाचन के लिये	तमिल नाडु विधान सभा विभाग, मद्रास के सचिव को रिटर्निंग आफिसर के रूप में पदाभिहित करना (एस० ओ० 3738)।

Issue No.	No. and Date	Issued by	Subject
	क्र० 3743, दिनांक 10 सितम्बर, 1969।	भारत विवाह विभाग	उपर होने वाले विवाह के लिये रिटनिंग आफिसर की सहायता करने के लिये तमिल नाडु विमान सभा विभाग के सहायक सचिव (विशेष) की नियुक्ति करना (क्र० 3743)।
314	S.O. 3743, dated 10th September, 1969.	Ministry of Shipping and Transport	Fixation of rate for the carriage of passengers by air in India from 10th September, 1969.
315	S.O. 3744, dated 11th September, 1969.	Ministry of Foreign Trade & Supply.	The Export of Exotic Pigments (Import and Export) Rules, 1969.
316	S.O. 3745, dated 11th September, 1969.	Do.	Extension of the period of tenure upto 15th September, 1970 of order No. S.O. 2245 dated 15th September, 1961.
317	S.O. 3746, dated 11th September, 1969.	Cabinet Secretariat	The Government of India (Allocation of Business) Amendment Rules, 1969.
318	S.O. 3747, dated 12th September, 1969.	Ministry of Foreign Trade and Supply	The Export of Vinyl Film and Sheeting (Inspection) Amendment Rules, 1969.
319	S.O. 3748, dated 12th September, 1969.	Ministry of Home Affairs.	Direction that the Punjab University constituted under the Punjab University Act, 1947 (East Punjab Act of 1947) shall cease to function and operate in the areas of Patiala, Sangrur, Bhatinda and Rupar in the State of Punjab.
	क्र० 3749, दिनांक 12 सितम्बर, 1969।	गृह मंत्रालय	1947 (1) के पूर्वी पंजाब अधिनियम 7 के अधीन गठित पंजाब विश्वविद्यालय, पंजाब राज्य में पटियाला, संगरूर, भटिंडा और रोपड़ के क्षेत्रों में कार्य करना बन्द कर देना।
320	S.O. 3750/IDRA/29B/69 dated 11th September, 1969.	Ministry of Industrial Development, Internal Trade and Company Affairs.	Cancelling the exemption granted to industrial undertakings engaged in the manufacture or production of sewing machines and components.

उपरि दिये शासकशासन राजपत्रों का प्रकाशन अथवा प्रकाशित करने के लिये मांगपत्र भेजने पर ध्यान दी जाएगी। मांगपत्र अथवा प्रकाशित करने के लिये मांगपत्रों के प्रकाशन राजपत्रों के जारी होने की तारीख से 10 दिन के भीतर पहुंच जाने चाहिए।

Copies of the Gazettes Extraordinary mentioned above will be supplied on indent to the Manager of Publications, Civil Lines, Delhi. Indents should be submitted so as to reach the Manager within ten days of the date of issue of these Gazettes.

भाग II—खण्ड 3—उपखण्ड (ii)

PART II—Section 3—Sub-section (ii)

(रक्षा मंत्रालय को छोड़कर) भारत सरकार के मंत्रालयों और (संघ क्षेत्र प्रशासन को छोड़कर) केन्द्रीय प्राधिकरणों द्वारा जारी किये गए विधि व आदेश और अधिसूचनाएं।

Statutory orders and notifications issued by the Ministries of the Government of India (other than the Ministry of Defence) and by Central Authorities (other than the Administration of Union Territories).

ELECTION COMMISSION OF INDIA

ORDER

New Delhi, the 5th September 1969

S.O. 3846.—Whereas the Election Commission is satisfied that Shri Dinesh Kumar Deo, R/O village Hampur, Ward No. 1, Khagaria, District Monghyr, a contesting candidate for election to the Bihar Legislative Assembly from 103-Hassanpur Assembly Constituency, has failed to lodge an account of his election expenses in the manner as required by the Representation of the People Act, 1951, and the Rules made thereunder;

2. And whereas, the said candidate even after due notice has not given reason or explanation for the failure and the Election Commission is satisfied that he has no good reason or justification for such failure;

3. Now, therefore, in pursuance of section 10A of the said Act, the Election Commission hereby declares the said Shri Dinesh Kumar Deo, to be disqualified for being chosen as and for being a member of either House of Parliament or of the Legislative Assembly or Legislative Council of a State for a period of three years from the date of this order.

[No. BR-LA/103/69(14).]

By Order,

A. N. SEN, Secy.

भारत निर्वाचन आयोग

आदेश

नई दिल्ली, 5 सितम्बर, 1969

एस० नं० 3847.—यहां, निर्वाचन आयोग का समाधान हो गया है कि बिहार विधान सभा के लिए निर्वाचन के लिए 103-हसनपुर निर्वाचन-क्षेत्र से चुनाव लड़ने वाले उम्मीदवार श्री दिनेश कुमार देव, निवासी ग्राम हाजीपुर, वार्ड नं० 1, खगरिया, जिला मुंगेर, लोक प्रतिनिधित्व अधिनियम, 1951 तथा तद्घीन बनाए गए नियमों द्वारा अपेक्षित रीति से अपने निर्वाचन व्यय का लेखा दाखिल करने में असफल रहे हैं ;

और, तः, उक्त उम्मीदवार ने, उसे सम्यक सूचना दिये जाने पर भी, अपनी उस असफलता के लिए कोई कारण अथवा स्पष्टीकरण नहीं दिया है, तथा निर्वाचन आयोग का यह समाधान हो गया है कि उसके पास इस असफलता के लिए कोई पर्याप्त कारण या औचित्य नहीं है :



अतः, अब, उक्त अधिनियम की धारा 10-क के अनुसरण में निर्वाचन आयोग एतद्वारा उक्त श्री दिनेश कुमार देव को संसद के किसी भी सदन के या किसी राज्य की विधान सभा अथवा विधान परिषद् के सदस्य चुने जाने और होने के लिए इस आदेश की तारीख से तीन वर्ष की कालावधि के लिए निरर्हित घोषित करता है।

[सं० बिहार-वि० सं० 103/69(14)]

आदेश से,

ए० एन० सैन सचिव।

## MINISTRY OF HOME AFFAIRS

*New Delhi, the 17th September 1969*

**S.O. 3848.**—In pursuance of clause (1) of article 239 of the Constitution, the President hereby directs that, subject to his control and until further orders, the powers and functions of the State Government under section 294A of the Indian Penal Code, 1860 (45 of 1860) shall also be exercised and discharged by the Administrators of the Union territories of Andaman and Nicobar Islands, Delhi, Himachal Pradesh, Manipur and Tripura, in relation to their respective Union territories.

[No. F.2/4/69-UTL.]

P. N. KAUL, Dy. Secy.

## गृह मंत्रालय

नई दिल्ली, 17 सितम्बर 1969

**का० आ० 38 49**—संविधान के अनुच्छेद 239 के खण्ड (1) के अनुसरण में राष्ट्रपति एतद्वारा निदेश देते हैं कि उनके नियंत्रण के अधीन रहते हुए और अगले आदेश होने तक भारतीय दण्ड संहिता 1860 (1860 का 45) की धारा 294क के अधीन राज्य सरकार की शक्तियों और कृत्यों का प्रयोग और निर्वहन अंडमान और निकोबार द्वीप, दिल्ली, हिमाचल प्रदेश, मणिपुर और त्रिपुरा के संघ राज्य क्षेत्रों के प्रशासकों द्वारा भी अपने-अपने संघ राज्यक्षेत्रों में किया जाएगा।

[सं० एक 2/4/69—यू०टी०एल०]

पी० एन० कौल, उप सचिव।

## NOTICES

*New Delhi, the 18th September 1969*

**S.O. 3850.**—Notice is hereby given by the Competent Authority in pursuance of rule 6 of the Notaries Rules, 1958, that application has been made to the said Authority, under rule 4 of the said Rules, by Shri Harbaksh Singh Yashpaul Advocate, F-33, Rajouri Garden, New Delhi-27, for appointment as a notary to practise in the Union Territory of Delhi.

2. Any objection to the appointment of the said person as a notary may be submitted in writing to the undersigned within fourteen days of the publication of this notice.

[No. F. 22/24/69-Judl.III.]

**S.O. 3351.**—Notice is hereby given by the Competent Authority in pursuance of rule 6 of the Notaries Rules, 1956, that application has been made to the said Authority, under rule 4 of the said Rules, by Shri Karam Narayana Issai, Advocate, C-149, Lajpat Nagar, New Delhi for appointment as a notary to practise in the Union Territory of Delhi.

2 Any objection to the appointment of the said person as a notary may be submitted in writing to the undersigned within fourteen days of the publication of this notice

[No F 22/25/69-Judl III]

K. THYAGARAJAN,  
Competent Authority

### नोटिस

संदिदिती 18 सितम्बर, 1969

सं० अ० 3352 —इसके द्वारा, लेख्य प्रमाणक विधन (नोटैरीज रूल्स), 1956 के नियम 6 के अनुसार, समक्ष प्राधिकारी द्वारा सूचना दी जाती है कि उक्त प्राधिकारी का श्री हरनक्स सिंह यादव, अधिवक्ता, एक-33, गजपति गार्डें, नई दिल्ली-27 ने उक्त नियम 4 के परोक्ष, दिवसों परगण के लेख्य प्रमाणक (नोटैरी) का नाम करने की निम्ति के लिए आवेदन-पत्र भेजा है।

उक्त व्यक्ति का लेख्य प्रमाणक रूप में निम्ति के बारे में यदि कोई आपत्ति या शिकायत आती है तो उसे इस नोटिस के प्रकाशित होने के चौदह दिनों के अन्दर नाम के हस्ताक्षर करने वाले को लिखकर भेज दिये जायें।

[सं० 22/24/69-जे-3]

सं० अ० 3353 —इसके द्वारा, लेख्य प्रमाणक विधन (नोटैरीज रूल्स), 1956 के नियम 6 के अनुसार, समक्ष प्राधिकारी द्वारा सूचना दी जाती है कि उक्त प्राधिकारी का श्री कप्तान नाथयण इसम, अधिवक्ता, सी-149, लाजपत नगर, नई दिल्ली ने उक्त प्राधिकार नियम 4 के परोक्ष, दिवसों परगण क्षेत्र में लेख्य प्रमाणक (नोटैरी) का नाम करने की निम्ति के लिए आवेदन पत्र भेजा है।

उक्त व्यक्ति को लेख्य प्रमाणक के रूप में निम्ति के बारे में यदि कोई आपत्ति या शिकायत आती है तो उसे इस नोटिस के प्रकाशित होने के चौदह दिनों के अन्दर नाम के हस्ताक्षर करने वाले को लिखकर भेज दिये जायें।

[सं० 22/25/69-जे-3]

के० त्यागराजन,  
सक्षम प्राधिकारी।

## MINISTRY OF PETROLEUM AND CHEMICALS AND MINES AND METALS

(Department of Mines and Metals)

New Delhi, the 16th September, 1969

**S.O. 3354.**—In exercise of the powers conferred by sub-section (2) of section 14 of the Coal Bearing Areas (Acquisition and Development) Act, 1957, (20 of 1957), the Central Government hereby directs that the part-time Tribunal consisting of

Shri Rabbeshwar Prasad Sinha, Additional Judicial Commissioner, Ranchi, constituted under the notification of the Government of India in the Ministry of Petroleum and Chemicals and Mines and Metals (Department of Mines and Metals) No. S.O. 2940 dated the 11th July, 1969, shall determine the amount of compensation payable in those cases of acquisition of lands or mining rights under the said Act which were pending before the Tribunal constituted under the notification of the Government of India in the late Ministry of Mines and Metals S.O. No 405 dated the 27th January, 1967.

[No. C2-1(7)/64.]

K. SUBRAHMANYAN, Under Secy.

आय, कृषि व पशुशायिक विकास तथा सहकारिता मंत्रालय

(कृषि विभाग)

आदेश

नई दिल्ली, 29 अगस्त, 1969

ए० सं० 3855--अत्यावश्यक वस्तु अधिनियम, 1955 (1955 का 10) की धारा 5 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्द्वारा निदेश देती है कि इस मंत्रालय के आदेश ए० सं० 1958 दिनांक 13 मई, 1969 को 30 सितम्बर, 1969 तक लागू रखा जाये।

केन्द्रीय सरकार इस निदेश देती है कि तत्कालीन आदेशों के अंतर्गत निम्नलिखित शक्तियों की सूची में से निम्न शक्तियों को निम्न दिया जाये--

1. बरोच।
2. सारकान्धा।
3. अमरेली।
4. बड़ौदा।

[सं० 24/4/68 पशुधन विकास-3]

अध्यापक, सचिव।

(कृषि विभाग)

आदेश

नई दिल्ली, 1 सितम्बर, 1969

ए० सं० 3856--अत्यावश्यक वस्तु अधिनियम, 1955 (1955 का 10) की धारा 5 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुये, केन्द्रीय सरकार एतद्द्वारा निदेश देती है कि इस मंत्रालय संख्या ए० सं० 1157 दिनांक 19 मार्च, 1969 वाला आदेश 31 दिसम्बर, 1969 तक लागू रहेगा।

[सं० 24/7/67-पशुधन विकास-3]

अयोध्या प्रकाश, संयुक्त सचिव।

**MINISTRY OF FOOD, AGRICULTURE, COMMUNITY DEVELOPMENT AND CO-OPERATION****(Department of Agriculture)***New Delhi, the 11th September 1969*

**S.O. 3857.**—The following draft of certain rules further to amend the Myrobalan Grading and Marking Rules, 1962, which the Central Government proposes to make in exercise of the powers conferred by section 3 of the Agricultural Produce (Grading and Marking) Act, 1937 (1 of 1937) is hereby published, as required by the said section, for the information of all persons likely to be affected thereby and notice is hereby given that the said draft will be taken into consideration on or after 10th October, 1969.

Any objection or suggestion which may be received from any person with respect to the said draft before the date so specified will be considered by the Central Government.

*Draft Rules*

1. These rules may be called the Myrobalan Grading and Marking (Amendment) Rules, 1969.

2. In the Myrobalan Grading and Marking Rules, 1962, in Schedule II—

(i) for the existing item 2 and entries relating thereto, the following item and entries shall be substituted, namely:—

1	2	3	4	5	6
"2. Crushed No. 1 International.	C.I.I. " "	3%	10%	3%	Shall be made from whole nuts of J. I. Quality of Schedule I."

(ii) after item 5, the following item and entries shall be inserted namely:—

1	2	3	4	5	6
"6. Non-specified Grade X	..				May consist of dust chicken feed and kernel seeds and crush, in any proportion as required by the buyer. The tannin content should not be less than 35 per cent. The material shall be free from foreign matter. This grade can be exported against firm order only."

[No. F. 13-2/69-L.A.]

**B. R. KAPOOR, Under Secy.**

## (कृषि विभाग)

नई दिल्ली, 11 सितम्बर, 1969

एस० नो० 3858.—हरड़ श्रेणीकरण और चिह्नन नियम, 1962 में प्रतिरिक्त संशोधन करने के लिए कतिपय नियमों का प्रारूप, जिन्हें केन्द्रीय सरकार कृषि उपज (श्रेणीकरण और चिह्न) अधिनियम, 1937 (1937 का 1) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, बनाने की प्रस्थापना करती है, उक्त धारा की अपेक्षानुसार, एतद्वारा उन सभी व्यक्तियों की सूचना के लिए प्रकाशित किया जाता है जिनका उससे प्रभावित होना संभाव्य है और एतद्वारा यह सूचना दी जाती है कि उक्त प्रारूप पर 10-10-1969 को या उसके पश्चात् विचार किया जाएगा।

उक्त प्रारूप के सम्बन्ध में किसी भी व्यक्ति से जो कोई आक्षेप या सुझाव ऐसी विनिर्दिष्ट तारीख से पूर्व प्राप्त होंगे, उन पर केन्द्रीय सरकार विचार करेगी।

## नियमों का प्रारूप

1. ये नियम हरड़ श्रेणीकरण और चिह्नन (संशोधन) नियम, 1969 कहे जा सकेंगे।

2. हरड़ श्रेणीकरण और चिह्नन नियम, 1962 में, अनुसूची 2 में,—

(i) विद्यमान मद 2 और उससे संबंधित प्रविष्टियों के लिए निम्नलिखित मद और प्रविष्टियां प्रतिस्थापित की जाएंगी, अर्थात्—

1	2	3	4	5	6
कुचला हुआ अन्तर्गष्टी	मी.आई०.आई.	3 प्रतिशत	10 प्रतिशत	3 प्रतिशत	अनुसूची 1 की जे० आई० क्वा- लिटी की माबुत हरड़ों से बनाया जाएगा

(ii) मद 5 के पश्चात् निम्नलिखित मद और प्रविष्टियां अन्तः स्थापित की जाएंगी, अर्थात्—

1	2	3	4	5	6
6. अविनि- दिष्ट श्रेणी 10	—	—	—	—	इसमें बुकनी, चूजों का चारा तथा गिरियां और चूरा ऐसे अनुपात में रहेगा जिसकी क्रेता अपेक्षा करे। टैनिन अन्तर्वस्तु 35 प्रति- शत से कम नहीं होनी चाहिए।

1	2	3	4	5	6
					वापसी काय तत्वों के रहित होनी चाहिए। इस श्रेणी का निर्यात केवल निश्चित आर्डर पर ही किया जा सकेगा।
					[सं० 13-2/69-एन० ऐ]
					ब० र० हपुर, प्रब० सचिव।

### DELHI DEVELOPMENT AUTHORITY

#### PUBLIC NOTICE

New Delhi, the 21st September 1969

110. 385.—The following modifications which the Central Government proposes to make to the Master Plan for Delhi are hereby published for public information. Any person having any objection or suggestion with respect to the proposed modifications may send his objection or suggestion in writing to the Secretary, Delhi Development Authority, Delhi Vikas Bhawan, Indraprastha Estate, New Delhi within a period of fifteen days from the date of this notice. The person making the objection or suggestion should also give his name and address.

#### Modifications.

- (1) 1335 hectares of land located between the railway line to Kharak and G.T. Road near Azadpur, with land use—(a) railway purpose (5.98 hectares); (b) extensive manufacturing 5.26 hectares; and (c) warehousing, storage depots and mineral siding 2.7 hectares, is proposed to be changed the land use “whole-sale market for fruit and vegetables”
- (2) Change of land use from “Government Office” to “Institutional” of land in the Lodi Road area and described below:—
  - (a) 15.54 hectares land on Inner Ring Road, 686 metres (approx.) towards the east from the intersection of Mehrauli Road and Inner Ring Road (Lodi Road).
  - (b) The site is bounded by the 45.75 metres right-of-way Inner Ring Road on the north; 24.40 metres right-of-way zonal road on the east; 24.40 metres right-of-way zonal road on the south; and 18.30 metres right-of-way zonal road on the west.

2. The plans indicating the proposed modifications will be available for inspection at the office of the Authority, Delhi Vikas Bhawan, Indraprastha Estate, New Delhi on all working days except Saturdays within the period referred to above.

[No. F. 3(175)/69-MP.]

B. C. SARKAR, Addl. Secy.

**MINISTRY OF LABOUR, EMPLOYMENT AND REHABILITATION**

(Department of Labour and Employment)

*New Delhi, the 16th September 1969*

**S.O. 3860.**—Whereas the Central Government, being satisfied that the public interest so required, had declared by a notification made in pursuance of the provisions of the proviso to sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), [being the notification of the Government of India, in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 1272, dated the 22nd March, 1969], the copper mining industry, to be a public utility service for the purposes of the said Act for a period of six months from the 25th March, 1969;

And whereas the Central Government is of the opinion that the public interest requires the extension of the said period by a further period of six months;

Now, therefore, in exercise of the powers conferred by the proviso to sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby declares the said industry to be a public utility service for the purposes of the said Act for a further period of six months from the 25th September, 1969.

[No. F. 1/60/69-LRI(i) ]

**S.O. 3861.**—Whereas the Central Government, being satisfied that the public interest so required, had declared by a notification made in pursuance of the provisions of the proviso to sub-clause (vi) of clause (n) of section 2, of the Industrial Disputes Act, 1947 (14 of 1947), [being the notification of the Government of India, in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 1274, dated the 22nd March, 1969], the lead mining industry, to be a public utility service for the purposes of the said Act for a period of six months from the 25th March, 1969;

And whereas the Central Government is of the opinion that the public interest requires the extension of the said period by a further period of six months;

Now, therefore, in exercise of the powers conferred by the proviso to sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby declares the said industry to be a public utility service for the purposes of the said Act for a further period of six months from the 25th September, 1969.

[No. F. 1/60/69-LRI(ii) ]

**S.O. 3862.**—Whereas the Central Government, being satisfied that the public interest so required, had declared by a notification made in pursuance of the provisions of the proviso to sub-clause (vi) of clause (n) of section 2, of the Industrial Disputes Act, 1947 (14 of 1947), [being the notification of the Government of India, in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) No. S.O. 1273, dated the 22nd March, 1969], the zinc mining industry, to be a public utility service for the purposes of the said Act for a period of six months from the 25th March, 1969;

And whereas the Central Government is of the opinion that public interest requires the extension of the said period by a further period of six months;

Now, therefore, in exercise of the powers conferred by the proviso to sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby declares the said industry to be a public utility service for the purposes of the said Act for a further period of six months from the 25th September, 1969.

[No. F. 1/60/69-LRI(iii).]

*New Delhi, the 17th September 1969*

**S.O. 3863.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Bombay, in the industrial dispute between the employers in relation to the British India General Insurance Company Limited, Bombay and the Zenith Assurance Company Limited, Bombay and their workmen, which was received by the Central Government on the 15th September, 1969.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2.  
BOMBAY.

REFERENCE No. CGIT-2/25 OF 1968

Employers in Relation to the British India General Insurance Co., Ltd., and Zenith Assurance Co., Ltd., Bombay.

AND  
Their Workmen

PRESENT:

Shri N. K. Vani.—Presiding Officer.

APPEARANCES:

*For the employers.*—Shri S. V. Mokashi, Labour Adviser and Shri D. K. Dastur, Manager.

*For the Workmen.*—Shri K. S. B. Pillai, Joint Secretary, All India Insurance Employees' Association, Calcutta. Shri N. G. Hule, Group Secretary, General Insurance Employees' Union, Western Zone, Bombay.

INDUSTRY: General Insurance.

STATE: Maharashtra.

*Bombay, dated the 1st September, 1969.*

AWARD

By order No 74(12)/66-LRIV dated 7th January, 1967, the Government of India, in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) referred to the Central Government Industrial Tribunal, Bombay for adjudication an industrial dispute existing between the employers in relation to the British India General Insurance Co., Ltd., Bombay and the Zenith Assurance Co., Ltd., Bombay and their workmen represented by the All India Insurance Employees' Association, Calcutta. In respect of the matter set forth in the Schedule as mentioned below:

SCHEDULE

"Whether the following demands put forward by the workmen are justified?"

*Charter of Demands*

I. All the demands contained hereinbelow shall apply to all the employees employed in India in the British India General Insurance Co., Ltd., and the Zenith Assurance Co., Ltd.

II. *Classification of Employees:*

The employees shall be classified into the following categories:—

- (A) Sub-Staff and Head Peons shall be placed in Grade 'A'
- (B) Drivers shall be placed in Grade 'B'
- (C) Assistants including Telephone Operators, Typists, Adrema Machine Operators shall be placed in Grade 'C'
- (D) Senior Assistants, Senior Typists, Assistant Cashiers, Stenographers shall be placed in Grade 'D'.
- (E) Sectional Heads shall be placed in Grade 'E'.

III. *Scales of Pay:*

- (A) 120—5—150—192—8—240 in 19 years.
- (B) 180—6—192—8—240—10—300 in 14 years.
- (C) 200—10—260—15—350—20—490 in 19 years.
- (D) 275—15—350—20—450—25—600 in 16 years.
- (E) 325—25—400—30—550—40—750 in 13 years.

N. B.—These Scales of Pay are determined as at 1949 base year.

(100 points of the All India Working Class Consumers' Price Index after shifting the base from 1939 to 1949.)



#### IV. Dearness Allowance:

Dearness Allowance shall be paid at the rate of 1 per cent of basic pay for every rise of one point of the All India working Class Consumers' Price Index (1940 base—100 points) up to a basic salary of Rs. 300 and  $\frac{3}{4}$  per cent per point for basic salary above Rs. 300 up to Rs. 400 and  $\frac{1}{2}$  per cent per point for basic salary above Rs. 400 with a minimum of Rs. 50. The published index figure will be increased by ten points on account of faulty compilation Index figure for the purpose of calculation of Dearness Allowance.

#### V. Adjustment:

An employee shall be fitted into the new scale on a stage to stage basis.

#### VI. Special Allowance:

Employees engaged in work mentioned below and /or designated as below shall be entitled to Special Allowance per mensem in addition to their salaries and emoluments in the manner stated below:

- (a) Bank Peons, Despatch Peons, Head Peons, Franking Machine and Duplicate Machine Operators and such other employees: Rs. 20 per month.
- (b) Typists, Telephone Operators, Cashier, Adrema Operators, Boardereaux writing clerks and such other employees. Rs. 30 per month.

#### VII. Special Increments:

Besides the above, the employees shall be entitled to special increments for passing the following examinations, on the scale shown against each examination.

On Graduation:

2. increments

On passing the following examinations:

- |  |                              |
|--|------------------------------|
| 1. Licentiate or A.C.I.I. Part I                                 | } 1 increment for each part. |
| 2. A.F.I.I. Part I or A.C.I.I. Part II                           |                              |
| 3. A.F.I.I. Part II or A.C.I.I. part III.                        |                              |
| 4. Chartered Accountant.   |                              |
| 5. F.F.I.I. or F.C.I.I. (in 3 parts): 1 increment for each part. |                              |

Graduates appointed as assistants and Stenographers shall get a starting salary higher by two increments with the maximum raised correspondingly. Those Graduates, Assistants and Stenographers who have not received the increments shall also get two increments. The Assistants passing any of the above examination shall have the maximum of their respective grade raised correspondingly in accordance with the additional increments.

#### VIII. Other Allowances:

- (a) *Overtime Allowance*—An employee working over-time shall be entitled to overtime allowance for such period of work rendered at the rate of double the hourly rate of wages
- (b) *Officiating Allowance*:
  - (i) If an employee is required to officiate in a higher post, he shall be entitled to an "Acting Allowance" at the rate of  $33\frac{1}{3}$  per cent of the gross salary of the person in whose place the employee officiates for the period of officiating.
  - (ii) If an employee is required to act in a post for which Special Pay is provided, he shall be entitled to pro-rata special allowance for the period of such work done
- (c) *House Rent Allowance*—All the employees shall be paid a "House Rent" a sum at the rate of 10 per cent of their gross salary subject to a minimum of Rs. 20
- (d) *Washing Allowance for Sub-Staff*.—Each member of the Sub-Staff shall be paid Washing allowance of Rs. 10 per month.

**IX. Amenities:**

**Subsidies:**

- (i) Text Books for all the recognised examinations shall be supplied by the Company. Examination fee shall be paid by the employer after the employee passes the examination.
- (ii) Adequate subsidy shall be given for Sports, Recreation and Cultural Activities of the employees.
- (iii) All the employees shall be entitled to a Free Personal Accident (Annual) Policy, the premiums of which shall be borne by the employer. The sum assured of such a policy shall be equivalent to forty eight months gross salaries of the employees in their respective grades.
- (iv) 75 per cent subsidy shall be given for cheap canteens for supply of whole-some food to the employees or in lieu thereof an allowance at the rate of Rupee one and fifty paise shall be paid to each employee for each working day.

**X. Leave:**

**Casual Leave**—15 days casual leave should be given in a calendar year. 6 days casual leave may be granted at a time. Casual leave may be prefixed and suffixed to holidays and Sundays.

**Privilege (Earned) Leave**—Privilege Leave should be allowed to all employees at the rate of 1 day to every 11 working days. Employees should be allowed to accumulate leave up to 90 days. Employees in Grade 1st, Class fare to the employees in grade D and E, 2nd class fare to C and 3rd Class fare to A and B, his wife and dependents should be granted once in 2 years for going anywhere in India. An employee shall be allowed to encash his leave provided the leave to his credit shall not be less than 30 days.

**Sick Leave**—Thirty days sick leave per year should be allowed on full pay to the employees with accumulation of 12 months.

In case of prolonged illness further sick leave with half pay should be allowed up to 6 months and another 6 months without pay.

Any unutilised accumulated sick leave shall be allowed to be encashed at the time of leaving the services for any cause whatsoever.

**Maternity Leave**—Maternity leave up to the period of three months shall be allowed to all female employees for each pregnancy.

**Examination Leave**—Employees shall be allowed 21 working days' leave for appearing in all the recognised examinations in addition to all other leave.

**Special Leave**—20 days leave shall be allowed to the Union Representatives and Office Bearers of the All India Insurance Employees' Association and/or its affiliated Unions to enable them to attend meetings and conferences of the Unions and their Central Organisations and to participate in the Annuals and Conciliation Proceedings.

**XI. Security of Service:**

No employee shall be victimised for trade union activities.

**XII. Working Hours:**

The working hours for employees in Grades C, D and E shall be 33 hours a week and 35 hours for employees in Grades A and B. A grace time of 15 minutes shall be allowed before they are marked late. There shall be five working days in a week.

**XIII. Bonus:**

Employees shall be paid 25 per cent of Annual Wages as Bonus per year.

**XIV. Free Medical Aid:**

All the employees shall be entitled to free medical aid for selves and their dependents. All the cost of hospitalisation, medicines and doctors' bills shall be borne by the employers, within a week from the date of submission of bills.

**XV. Gratuity:**

An employee who ceases to be in the employment of the Company for any reason whatsoever shall be paid gratuity at the rate of one month's last drawn wages multiplied by the number of years service, part of the year over six months being reckoned as one year for this purpose.

In the case of death, the gratuity shall be paid to his/her nominee.

**XVI. Retirement Age:**

The age of retirement of any employee shall be 60 years.

**XVII. Provident Fund:**

(i) All permanent employees shall be made members of the Provident Fund.

(ii) The rate of contribution should be 10 per cent of the total emoluments, i.e., basic pay plus dearness allowance plus special allowance, any, with equal contribution by the Company. The employees should however be allowed to contribute voluntarily up to 10 per cent of their salary without corresponding contribution from the Company.

(iii) Unclaimed fund should be distributed pro-rata every three years amongst the existing employees from time to time.

(iv) Full benefits of the Fund should be permitted to the employees on completion of five years of service.

(v) Loan from the Provident fund to the extent of 6 months' salary or 90 per cent of the employees' contribution whichever is more shall be granted to the employees at a time.

**XVIII. Uniforms to Employees in the Grades A and B:**

An employee of Grade A and B shall be provided with the following outfit annually:

- |                     |   |
|---------------------|---|
| 1. Summer Uniforms  | : Three sets.                                 |
| 2. Umbrellas        | : One.  |
| 3. Footwear         | : Two pairs.                                  |
| 4. Rain Coat        | : One for those who are to do out-door duties |
| 5. Caps or Headwear | : Two.  |
| 6. Winter Uniform   | : Two sets of Woollen Clothes.                |

**XIX. Allowance During Suspension.**

During the suspension of an employee, he shall be paid an allowance equal to 75 per cent of his total wages.

**XX. Confirmation:**

Employees shall be confirmed after 3 months probationary service automatically.

**XXI. Promotions:**

No direct recruitment shall be made in Grades D and E. A higher post and all vacancies of such posts shall be filled in by way of promotion from among the existing staff. The promotions shall be made on the basis of seniority and merit of the employees. Employees in Grades A and B shall be absorbed in Grade C on passing the S.S.C., S.S.L.C. or equivalent examinations or Licentiate Examination of Federation of Insurance Institute.

**XXII. Transfer:**

No employee shall be transferred from one place to another without his prior consent and unless it is by way of promotion to higher grade.

**XXIII. Trade Union Rights:**

The All India Insurance Employees' Association and its affiliated units shall continue to be given due recognition and such facilities as providing Trade Union

Office and allowing to hold Trade Union Meetings in Office premises and hanging Notice Board of the Union should be granted.

**XXIV. Holidays:**

All Holidays declared as Public Holidays under the Negotiable Instruments Act 1881 shall be granted to the staff.

**XXV. Special Holidays:**

An employee shall be granted special holidays on such Festival days which are not declared as holidays under the Negotiable Instruments Act but the total number of such days shall not exceed six days in a year.

**XXVI. Existing Rights and Privileges:**

Nothing contained in this Charter shall adversely affect or take away from any employee or Group of employees any right, privileges or usages, practices or conventions, amenities or other conditions of service that are already vested in or enjoyed by such employee or group of employees

**XXVII. Date of Effect:**

All benefits stated in this Charter of Demands shall have effect on and from the 1st day of January, 1966.

2. Later on this reference was transferred to this Tribunal No. 2 for adjudication under Order No. 22/8/68 LR III dated 25th November, 1968.

3. On 3rd August, 1967, the Joint Secretary of the All India Insurance Employees' Association, Bombay has filed written statement at Ex. W/1 extending over 115 pages. Alongwith the written statement many schedules and annexures have been affixed.

4. Messrs. British India General Insurance Co., Ltd., and M/s. Zenith Assurance Co. Ltd., Bombay have filed written statement at Ex. E/1 on 25th March, 1967. These companies have filed rejoinder at Ex. E/2 on 30th November 1967 extending over 23 pages.

5. On 6th May, 1969, the General Managers of M/s. British India General Insurance Co. Ltd., and M/s. Zenith Assurance Co. Ltd., and the Joint Secretary of the All India Insurance Employees' Association gave application for adjournment on the ground that negotiations were going on between the parties. On 11th June, 1969, the parties jointly gave application stating that discussions for amicable settlement were still continuing, that they expected a settlement and that the hearing be postponed. On 17th July, 1969, another common application for further adjournment of the hearing on the ground that they were trying genuinely for a negotiated settlement was given. The case was therefore adjourned. Thereafter the case was fixed for hearing on 20th August, 1969, but on 19th August, 1969, the parties appeared in the Court and produced a settlement requesting that the Award be made in terms thereof. On that day the Tribunal was out on tour. Hence this case was fixed for hearing on 1st September, 1969.

6. In the meanwhile, application was given on 28th August 1969 stating that the settlement produced in the Court on 19th August, 1969 be taken into consideration and that the Award be made in terms of the Settlement.

7. A perusal of the settlement marked Annexure 'A' shows that the parties have effected settlement in respect of each demand. On going through this settlement, which runs over 31 pages and considering it in the light of the demands made by the employees in respect of which this reference has been made I find that the negotiated settlement between the parties is fair, just and equitable I accept the same

8. In the end I pass the following order:—

**ORDER**

1. Award in terms of settlement marked annexure 'A' is made.
2. Settlement marked 'Annexure 'A' is to form part of this Award.
3. No order as to costs.

(Sd.) N. K. VANI,

Presiding Officer,  
Central Government Industrial Tribunal No. 2,  
Bombay

ANNEXURE A

Memorandum of Settlement

**Name of Parties.**—The British India General Insurance Co., Ltd., and The Zenith Assurance Co., Ltd., Registered and Principal Offices at Mehta House, Apollo Street, Fort, Bombay-1.

and

The Workmen employed by The British India General Insurance Co., Ltd., and The Zenith Assurance Co., Ltd., in their Offices in India.

**Representing Employers.**—M. S. Dastur, General Manager, The British India General Insurance Company, Limited, and The Zenith Assurance Company, Limited.

**Representing Workmen.**—K. S. B. Pillai, Joint Secretary, The All India Insurance Employees' Association, Calcutta.

This settlement made this 14th day of August, 1969, between The British India General Insurance Company, Limited, and Zenith Assurance Company, Limited (hereinafter referred to as "the Companies") and the workmen employed by the Companies, in all their Offices in India, represented by The All India Insurance Employees' Association (hereinafter referred to as "the Association").

Whereas the Association submitted a Charter of Demands on behalf of the Workmen employed by the Companies in their various Offices.

And whereas the Charter in so far as it relates to the Workmen was referred to adjudication by the Central Government Industrial Tribunal and was marked as Reference CGIT No. 2/25 of 1968.

And whereas the parties had arrived at an Interim Settlement for payment of Interim Relief and *Ad Hoc* payments of one month's gross remuneration in the manner laid down in the Interim Settlement dated 30th May, 1966.

And whereas pursuant to further negotiations the parties have now arrived at the following Settlement (hereinafter referred to as "the Settlement") to the intent that it will be binding on parties under Section 18 of the Industrial Disputes Act, 1947 (hereinafter referred to as "the Act").

And now it is hereby agreed by and between the Parties hereto as follows:—

1. Commencement of the Settlement:

This Settlement shall apply to the Workmen employed by the Companies in all their Offices in India, with effect from January 1, 1968, except where stated to the contrary.

2. (a) Salary Scales:

The following salary scales shall be introduced in all the Offices of the Companies in India:—

(i) Assistants 'B' grade	150—8(5)—190—10(8)—270— EB—13(5)—335—15(7)—440 (in 25 years) (including Clerks, Telephone Operators, Bradma Machine Operators and Typists)
(ii) Assistants-Stenographers	174—8(5)—214—10(8)—294— EB—13(5)—359—15(7)—464 (in 25 years)
(iii) Assistants 'A' grade	200—10(6)—260—15(7)—365— EB—18(3)—419—20(6)—539 (in 22 years) (including Clerks, Telephone Operators, Bradma Machine Operators, Typists, and Stenographers).
(iv) Sectional Heads	330—20(5)—430—25(10)—680 (in 15 years)
(v) Peons	90—3(10)—120—4(5)—140— 5(10)—190 (in 25 years)

Hawaldar or Head Peon will be given two additional increments, with the maximum raised correspondingly, if such additional increments have not already been given to them. The above provision shall only apply when there are four or more than four peons attached to any one individual Office.

(vi) Drivers	130—4(9)—166—5(10)—216— 6(3)—234 (in 22 years)
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(vii) The Management may employ workmen in 'C' grade in the Offices except at Bombay and at the following Offices:—

1. Ahmedabad
2. Calcutta
3. Delhi
4. Madras
5. Nagpur

Assistants 'C' grade . . . 135—6(5)—165—8(5)—205—EB  
—10(8)—285—12(5)—345 (in 23 years)  
(including Clerks, Telephone operators and Typists)

NOTE.—Once a workman in 'C', 'B', 'A', Stenographers', Peons' and Drivers' relative grade has reached the ceiling of his scale of pay, he shall receive one additional last grade increment every alternate year, subject to a maximum of 3 such increments, i.e. 3 increments in 6 years.

The above provision shall apply on and after the effective date of Settlement, i.e. 1st January, 1968, and the first such additional last grade increment shall be given on 1st January, 1969, irrespective of such workmen having reached their ceiling of their scale of pay on or before 1st January, 1968.

2. (b) *Classification of Workmen:*

The Workmen shall be divided into—

- (1) Assistants
- (2) Sectional Heads
- (3) Peons
- (4) Drivers

Assistants shall be divided into four grades—

'C', 'B', 'A', and Stenographers, as above, wherever applicable

Peons shall include Chowkidar.

The existing classification of the workmen in different Offices shall continue, except where stated to the contrary.

2. (c) *Adjustments:*

The following amounts shall be added in the basic salaries drawn by the Workmen, as at 31st December, 1967, in the following Grades:—

'C' Grade . . . . .	Rs. 75/-
'A', 'A' Stenographers', and Sectional Heads' grade . . . . .	Rs. 65/-
Peons and Drivers . . . . .	Rs. 50/-

After addition of the merger referred to above, the fitting in, in the revised grades shall be:

1. Workmen, who would be in receipt of the basic salary which is less than the starting basic salary, of the respective revised scales, shall be stepped up, to the minimum of the revised scale.
2. Workmen, who would be in receipt of the basic salary, which is higher than the starting basic salary of the respective scales, but which is not a step in the revised scale, shall be stepped up in the next higher revised scale.
3. Workmen, who would be in receipt of the basic salary, which is in step with the step in the revised scale shall be fitted at that step in the revised scale.

Similar amounts indicated in Clause 2(c) above shall also be added to the basic salaries, in respect of Workmen, who were appointed on and after 1st January, 1968,

2. (d) *Abolition of 'C' grade in Delhi Office and fitting in of such Workmen from 'C' grade to 'B' grade:*

The 'C' grade will be abolished in the Controlling Office at Delhi. All the existing workmen in the 'C' grade in that Office will be fitted in the 'B' grade, as at 1st January, 1968, in accordance with the fitting in referred to in Sub-Clauses 1, 2, and

3 of Clause 2(c) above. As the monetary benefit will be substantial, those Workmen who have completed 2 or less than 2 years' service as at 31st December, 1967, will not be given any increments for the years 1968 and 1969, but those workmen who have completed more than 2 years' service but less than 4 years' service, as at 31st December, 1967, will be given one grade increment in the revised scale of pay, i.e. for the year 1969 only. However, for all workmen so transferred to 'B' grade, their future increments will be according to their relative 'B' grade.

### 3. Classification of Offices:

The Companies' Offices in India shall be classified as under:--

Category 'A'	Offices situate at—Bombay, Calcutta Delhi, Madras.
Category 'B'	Offices situate at—Ahmedabad, Coimbatore Jaipur, Kanpur, Lucknow, Nagpur, Poona, Shillong, Srinagar.
Category 'C'	All other existing Offices situate elsewhere or that may be opened hereafter in India

### 4. A. Dearness Allowance:

In place of the existing Dearness Allowance Scheme, obtaining differently in different Offices of the Companies, the following Scheme of Dearness Allowance shall be introduced.

#### (1) For the Assistants and Sectional Heads:

	At Category 'A' Offices	At Category 'B' Offices	At Category 'C' Offices
Upto Rs. 100/- basic salary	Rs. 65/-	Rs. 50/-	Rs. 30/-
From Rs. 101 to Rs. 225/-	50%	45%	45%
From Rs. 226/- to Rs. 300/-	25%	20%	20%
Rs. 300/- and above	10%	10%	10%

#### (2) For the Peons and Drivers

Upto Rs. 100/- basic salary	Rs. 55/-	Rs. 40/-	Rs. 25/-
Next Rs. 100/- and above	80%	65%	65%

### 4. B. Adjustment in Dearness Allowance:

The above Dearness Allowance scales are on the basis of the All India Consumer Price Index for working class (Base 1949=100) at 170.

For every 5 point rise or fall in the All India Consumer Price Index—170 (Base 1949=100), i.e. when it exceeds 174 or falls below 166, the above Dearness Allowance shall be increased or decreased as under:

Upto Rs. 100/- basic salary	5%
From Rs. 101/- to Rs. 200/-	2½%
From Rs. 201/- to Rs. 500/-	1½%

No adjustment under Clause 4. B. above shall be made on that portion of the basic salary which is in excess of Rs. 500/-.

The maximum Dearness Allowance for the Assistants, Sectional Heads, Peons and Drivers, inclusive of adjustment, shall be:

At Category 'A' Offices	At Category 'B' Offices	At Category 'C' Offices
Rs. 350/-	Rs. 350/-	Rs. 300/-

The Dearness Allowance adjustment shall be on the basis of the quarterly average of All India Consumer Price Index over or below 170, and shall be made on the basis of the average of the All India Consumer Price Index for the quarter last preceding the previous quarter, i.e. for the first quarter of any year, the adjustment shall be on the basis of the average of the 3rd quarter of the previous year, and so on.

For the purposes of calculating Dearness Allowance, on the basis of the average quarterly index, a fraction of  $\frac{1}{3}$ rd of the average quarterly index will be ignored, and a fraction of  $\frac{2}{3}$ rd will be rounded up to one.

#### 5. House Rent Allowance:

House Rent Allowance shall be paid to the Workmen of the following Offices situate at the following cities only:—

1. Ahmedabad
2. Bombay
3. Calcutta
4. Delhi
5. Madras
6. Nagpur

at the rate of:

For Assistants and Sectional Heads	Rs. 15/- per month
For Peons and Drivers	Rs. 10/- per month

#### 6. Special Allowance:

Workmen engaged in work mentioned below, and/or designated as below, shall be entitled to Special Allowance per month, in addition to their monthly emoluments, in the manner stated below:—

##### (a) Bank Peons:

The cash carrying allowance shall be paid to the peons at Offices in Category 'A' and Category 'B' only, as follows:

- (i) One peon working in each of the Offices in category 'A', carrying cash to and from the Bank, shall be entitled to an allowance of Rs. 10/- per month.
- (ii) One peon working in each of the Offices in category 'B', carrying cash to and from the Bank, shall be entitled to an allowance of Rs. 5/- per month.

##### (b) Gestetner Machine Operators:

An allowance of Rs. 10/- per month shall be paid to the Gestetner Machine Operator at the Head Office, and an allowance of Rs. 5/- per month, at any other Offices in category 'A' only, where there are Gestetner machines, and which are operated upon regularly for taking out not less than 500 copies in a month.

##### (c) Bradma Machine Operators:

An allowance of Rs. 15/- per month shall be paid to each of the Bradma Machine Operators (Embossors as well as Printers), at the Head Office.

##### (d) Cashiers:

An allowance of—

- (i) Rs. 15/- each per month for not more than two Cashiers at the Head Office,
- (ii) Rs. 10/- per month for one Cashier at other Offices in category 'A',
- (iii) Rs. 10/- per month for one Cashier at other Offices in category 'B' provided there is a separate post of a Cashier there, shall be paid.

#### 7. Special Increments:

The following Special Increments will be paid to 'A', 'B', and 'C' grade Assistants, and not to the Sectional Heads.

- (a) Graduates will be given two additional increments at the start. Such of those non-graduate workmen who obtain a Degree from a recognised University while in service, shall also be granted similar step ups in their wages by granting them two additional increments.



(b) In addition to what is stated in (a) above, the Graduates with the following Insurance Diplomas or such of those Graduates who will pass the following Diploma Examinations will be given increments as under:—

A.F.I.I.	1st Part	}	One increment.
A.C.I.I.	2nd Part		
A.F.I.I.	2nd Part	}	One additional increment. (in all two increments)
A.C.I.I.	3rd Part		
F.F.I.I.	Final	}	One additional increment. (in all three increments)
F.C.I.I.	Final		

(c) Non-graduates with the following Insurance Diplomas will be given additional increments as under:—

Licentiate of F.I.I.		}	One increment.
or			
A.C.I.I.	1st Part	}	One additional increment.
A.F.I.I.	1st Part		
A.C.I.I.	2nd Part	}	(in all two increments)
A.F.I.I.	2nd Part		
A.C.I.I.	3rd Part	}	(in all three increments)
F.F.I.I.	Final		
F.C.I.I.	Final	}	One additional increment

(d) *Sectional Heads*.—Notwithstanding what is stated above, the Sectional Heads shall be entitled to one additional increment only, if they pass Part II of A.F.I.I. or Part III of A.C.I.I., and one additional increment (in all two additional increments) for passing Final of F.F.I.I. or F.C.I.I.

The following Accounts Diplomas have been recognised by the Management:

1. The Corporation of Certified Secretaries, London.
2. The Corporation of Accountants, Glasgow.
3. The Chartered Accountants' Examination, India Part I.

Those who pass Part I of the above Examinations will be paid one additional increment and those who pass the final Examinations will be paid one further additional increment, i.e. in all two increments.

The above increments will be given effect to from the date of declaration of the results.

**NOTE 1.**—Those workmen, who have been or will be given additional increments under this heading, the maximum of their respective grades shall be raised correspondingly.

**NOTE 2.**—Any workman, who has passed any of the above examinations, and who would otherwise qualify for such Special Increments, and who has not been given the same, by virtue of the previous 'Settlements', if any, shall be paid such Special Increments, from the effective date of the 'Settlement', i.e. 1st January, 1968, provided the case of such workman has not been already specially considered in any manner.

#### 8. Other Allowances:

(a) *Overtime Allowance*.—Over time Allowance shall be paid at the rate prescribed under the Shops and Establishments Act, as applicable to various States for this purpose, for week-days and other holidays declared under the Negotiable Instruments Act.

Over time allowance shall be paid only when a workman works over time, under the authority from the Management, for more than 3/4ths of an hour a day, and a maximum of 2 hours a week, 8 hours a month, and 24 hours a year. However, such free over time work, as shown above, shall be taken only in exceptional circumstances. For calculating payment of over time allowance, 25 days will be considered as one month.

The workmen shall be required to work over time on the instructions of the Officer-in-Charge. An exception will be made in case where a workman cannot undertake over time for valid and genuine difficulties.

(b) *Officiating Allowance.*—(i) Every workman in 'C', 'B', Stenographers, and 'A' grade and every Sectional Head who officiates for a higher grade workman or person for fifteen or more days, under express orders from the Management, shall be paid Officiating Allowance at the rate of 33-1/3 per cent of the difference between the Basic Salary and Dearness Allowance drawn by the officiating-workman and the Basic Salary and the Dearness Allowance of the higher grade workman for whom he officiates. The Management undertakes to pass express orders to a workman to officiate in the post of the higher grade workman who proceeds on leave. If, however, that workman is found unsuitable he will be asked to relinquish the charge. The choice of accepting the orders is left to the workman.

8. (b) (ii) *Special Allowance:*

(a) *Allowance during Privilege Leave Period.*—The Special Allowance would continue to be drawn by a permanent workman while on privilege leave only. A workman, who is asked to work temporarily in his place, for more than 15 days in the post carrying the Special Allowance shall also be entitled to such Special Allowance.

(b) *Allowance during Prolonged Sick Leave.*—If the workman in the higher grade is away on prolonged sick leave for more than one month, and for whom another workman in the lower grade is required to officiate, then the workman who officiates shall receive any Special Allowance, which is being paid to the workman in the higher grade, and the workman in the higher grade shall not continue to receive the Special Allowance after one month of such prolonged sick leave.

8. (c) *Washing Allowance for Peons and Drivers:*

The practice prevalent at present, for payment of washing allowance, at the different Offices and at the Head Office, shall continue.

If washing allowance is not paid at present to the peons and the drivers, by any office, then in that case the amount to be paid for washing peons' and Drivers' uniforms, shall be based on the local cost of washing.

9. *Amenities:*

*Subsidies:*

(i) Fees for recognised Insurance examinations and the cost of such Insurance examination text books and/or written courses connected thereto as prescribed by the Federation of Insurance Institutes and not exceeding 3 in number shall be reimbursed to the employees on their successfully passing such recognised Insurance examinations.

The text books and all other written course prescribed for such examinations shall become the property of the Companies, on the workmen successfully passing such examinations.

It shall be incumbent on every workman in each of the Offices desiring to avail of the above facility to verify from the Office concerned, whether it is in possession of Insurance examination text books and/or written courses connected thereto, as prescribed by the Federation of Insurance Institutes.

(ii) The present practice of giving subsidies for existing Sports activities in any office of the Companies will continue.

10. *Leave:*

(a) *Privilege Leave:*

(i) Every workman shall be granted Privilege Leave at the rate of one day's leave for every eleven days of continuous service, i.e., 33 days in a calendar year with a right to accumulate such leave upto a maximum of 120 days. No leave shall be granted for more than 60 days at a stretch, except under special circumstances when the Management may, at their discretion grant leave for 120 days at a stretch. This leave can be encashed for one month, provided that the employee has to his credit not less than 60 days and that he goes on leave for at least one month.

Maximum encashment of privilege leave in a year shall be limited to 30 days only.

Apart from the emergency, the privilege leave shall not be availed of for more than twice in a calendar year.

Applications for privilege leave shall be made atleast 15 days in advance.

\*A workman who is on privilege leave shall not, in normal course, request for extension of such privilege leave. However, in case such extension is due to sickness or other unavoidable circumstances, prior application, for extension of privilege leave shall be made before the expiry of the privilege leave already granted. Failure to apply shall result in loss of pay for the days of his absence from duty, after the expiry of the sanctioned leave.

The Management, on receipt of such application, may refuse to grant the extension applied for, where, in the opinion of the Management, the ground on which extension is applied for, is not justified. Such absence shall also be treated as absence on loss of pay.

(ii) Privilege Leave applied for but refused by the Management, due to exigencies of service, in any year, will not be allowed to lapse, in case it exceeds 120 days accumulation.

(b) Casual Leave:

A workman shall be allowed 10 days casual leave per calendar year, to meet casual and unforeseen circumstances or, not more than the maximum number of days laid down in the Shops and Establishments Act, as applicable to the various States.

Not more than 3 consecutive days' casual leave shall be allowed at a time, except in special circumstances, the Management may, at their absolute discretion, grant casual leave upto six days.

Casual Leave may either be prefixed or suffixed, but not both, to Sundays and public holidays as declared under the Negotiable Instruments Act.

Casual Leave shall not be availed of, as far as possible, unless previously applied for and sanctioned by the Management.

The need for previous application and permission can be waived only in cases of absence due to illness, or accident, or other urgent reasons deemed reasonable by the Management.

Casual Leave cannot be accumulated.

10. (c) Sick Leave.

(i) Ordinary Short Sick Leave.—A maximum of 15 days in one calendar year is permitted without accumulation, provided no such sick leave is taken for more than 6 continuous working days at a stretch. If any workman is away from duty on account of sickness, then he must produce a Medical Certificate on the 3rd day. Even if he is away on account of sickness, he has to inform the Management immediately either by a letter or by telephone or by other means. If no intimation is given to the Management or Medical Certificate submitted, such period may be deducted from his Casual Leave or Privilege Leave, as the case may be. 1/3rd of the Short Sick Leave granted by the Management and taken by the workman will be deducted from the Casual Leave or Privilege Leave, as the case may be.

(ii) Prolonged Sick Leave.—(a) During the entire period of his services a workman shall be granted prolonged sick leave with full pay on medical certificate at the rate of 20 days for each year of service for a period not exceeding in the aggregate 270 days.

(b) In case a workman during his service avails himself of the full period granted in Clause (a) above, he shall be allowed an additional Prolonged Sick Leave at the rate of 10 days for each year of service for a period not exceeding in the aggregate 135 days prolonged sick leave on half pay during the entire period of his service.

(ii) (c) After a work has exhausted his Prolonged Sick Leave on full pay and half pay as provided in Clauses (a) and (b) above, he can avail of further Prolonged Sick Leave without any pay at the rate of 10 days for each year of service for a period not exceeding the aggregate 135 days during the entire period of his service and during the absence on such sick leave, he shall however have a lien on his job during this period of 135 days' Prolonged Sick Leave.

(ii) (d) Notwithstanding what is stated in (a) above, regarding Medical Certificate, the Company may, at its option, have the workman medically examined by a Medical Practitioner appointed by the Company.

*Explanation.*—The expression “pay” in the above Clauses shall mean Basic Salary and Dearness Allowance and all other Allowances, if any, subject to Clause 8(b) (ii).

**10. (d) Maternity Leave:**

A married female worker, who has been confirmed in the services of the Company, shall be granted Maternity Leave with full pay, for 12 weeks, to be taken 6 weeks before confinement and 6 weeks after confinement.

The Leave after confinement shall be deemed to be granted only on production of a Certificate from a Registered Medical Practitioner, confirming the confinement.

Normally, Maternity Leave shall not be granted in conjunction with either the prolonged sick leave, or the privilege leave. In cases of genuine hardship, however, the Management, at its absolute discretion, may make an exception.

Maternity Leave shall be granted for two confinements only, after the date of signing of the ‘Settlement’.

**10. (e) Examination Leave:**

Study leave and leave for sitting for the examinations conducted by the Federation of Insurance Institutes, Bombay, and/or the Chartered Insurance Institute, London, special leave for 10 working days shall be granted, provided the workmen successfully pass such examinations. The workmen availing of this special study leave for the Insurance examinations, must appear for such examinations. Those who sit for the examinations and fail, in such case, only 5 working days’ special study leave shall be granted, and the balance of 5 working days shall be debited to the casual leave or, if the casual leave is exhausted, then to the privilege leave. Those workmen who avail of 10 working days study and sitting for examination leave for the Insurance examinations, but do not sit for such Insurance examinations, for whatever reason, then 10 working days’ special study and sitting for examination leave shall be debited to the casual leave or, if the casual leave is exhausted, then to the privilege leave.

**(f) Special Leave:**

Leave under this heading shall be granted only to those workmen, who are selected as delegates by the All India Insurance Employees’ Association, or its affiliated Bodies. This leave shall be granted for the actual number of days taken for travelling from the place where the workman works, to the place where the Conference of the All India Insurance Employees’ Association, or its affiliated Bodies, is to be held, and for the return journey, plus 3 days or the actual number of days of Conference, whichever is less.

Such Special Leave shall be granted only once in a year. The number of persons to be granted such leave shall not be more than 2 at the Head Office, and not more than one at each of the other Offices, where the total number of workmen employed is not less than 5.

**11. Security of Service:**

(a) No workman of the Company shall be dismissed from service, without his being given full and reasonable opportunity to rebut the charges framed against him.

(b) No retrenchment will be effected, without sending notice to the respective Groups of the affiliated Bodies of the All India Insurance Employees’ Association.

**12. Working Hours:**

The working hours shall not be less than 36 hours for the Assistants and Sectional Heads, and less than 42 hours for the peons in a week. The actual spread over of the working hours in each office shall be arranged with mutual agreement between the Management and the workmen of the respective office.

NOTE.—This particular Clause shall have effect on and from 15th October 1969, in the Offices where the Working Hours are different.

**Grace Time:**

A grace time of 10 minutes in attendance will be allowed to the workmen, before being marked late. It is understood, however, that the concession of grace time is not to be considered as a privilege, for coming late to the office regularly, or often. Adequate reason shall have to be adduced, for late attendance beyond 10 minutes. Any workman arriving after the grace time shall mark his actual time of arrival, on the Muster Roll.

Any workman arriving late by more than one hour after the scheduled time, but before lunch break, on week days other than Saturdays, shall be marked with half day casual leave, on days other than Saturdays.

Similarly, any workman arriving late by more than  $3/4$ ths of an hour after the scheduled time, but before  $1\frac{1}{2}$  hours after the scheduled time, on Saturdays, shall be marked half day casual leave. If the casual leave is exhausted, then his privilege leave shall be debited.

If a workman is late for more than 8 days in a calendar month, then for every subsequent 2 days late-coming, one day shall be deducted from his casual leave, or if there is no casual leave, then from his privilege leave. If no casual leave or privilege leave is due to the workman, the absence shall be treated as 'leave on loss of pay', and necessary deduction from the salary shall be made.

#### 13 Bonus

Subject to prior sanction which may be required from the Government, it is agreed that an annual Bonus equivalent to minimum of two months' basic salary, as per the present practice, shall be paid to all workmen, covered by this 'Settlement', until such time as the provisions of the Payment of Bonus as provided for in the Insurance (Amendment) Act 1968, are made applicable to the Companies, when payment of Bonus will be governed by the provisions laid down in that Act.

#### 14. Free Medical Aid:

The practice prevalent at present at the Head Office shall continue.

For Offices where there are no Medical Retainers, reasonable medical expenses not exceeding Rs. 25 may be paid, on presentation of medical bills accompanied by a Certificate from a Registered Medical Practitioner, whose treatment was availed of by the workmen, during illness. Bills exceeding Rs. 25 shall be referred to Head Offices along with such Certificate for their consideration as heretofore.

For serious and prolonged illness, payment of medical expenses may be considered by the Board of Directors, at its entire discretion.

#### 15. Gratuity:

Every workman shall be paid a Gratuity as follows:—

1. On the death or permanent disability certified by the Medical Practitioner appointed by the Company, one month's salary for each year of service subject to a maximum of 20 months' salary shall be paid to a workman or in case of his death to his heirs, executors, or administrators.

##### 2. On resignation of a workman:

(a) After 10 years of continuous service with the Company but before completion of 15 years of continuous service, half a month's salary for each year of service shall be paid.

(b) After 15 years continuous service but before the completion of 20 years continuous service  $3/4$ ths month's salary for each year of service shall be paid.

3. (a) On retirement on attaining the age of 60 years or on voluntary resignation of a workman, in either case after 20 years of continuous service with the Company, 20 months' salary shall be paid.

(b) On retirement on attaining the age of 60 years but before completion of 20 years continuous service, gratuity will be paid at the rate of one month's basic salary for each year of service.

4. On termination of a workman's service by the Company, gratuity as under shall be paid:

##### (a) For retrenchment:

One month's salary for each completed year of service subject to a maximum of 20 months' salary.

(b) For termination of a workman's service by the Company for any reason other than retrenchment:

(i) For 5 years' service or more but less than 10 years' service with the Company, 30 per cent of one month's salary for each completed year of service.

- (ii) For 10 years service or more but less than 15 years of continuous service with the Company, 70 per cent of one month's salary for each completed year of service.
- (iii) For 15 years continuous service or more, one month's salary for each completed year of service, subject to a maximum of 20 months' salary.

5. In the event of dismissal of a workman, for gross misconduct involving financial loss to the Company, the amount of gratuity, if any payable, in terms of the above Rules shall be reduced by the amount of financial loss caused to the Company by the misconduct, resulting in the termination of service.

6. Notwithstanding anything stated to the contrary in the above Rules, the total amount of Gratuity payable shall not exceed Rs. 35,000.

*Explanation.*—'Salary' for the purpose of calculating gratuity shall mean basic salary last drawn exclusive of Dearness Allowance, other Allowances, and all other perquisites.

#### 16. Retirement Age:

Normally, every workman shall retire on attaining the age of 60 years. The Management, however, at their discretion, may grant further extension.

#### 17. Provident Fund:

1. A workman may be allowed to contribute upto 15 per cent of his basic salary as his own contribution to the Provident Fund, but the Company's contribution will remain at 8-1/3 per cent of his annual basic salary. Once a workman has opted for a rise in percentage of his contribution to the Provident Fund, his option shall be final.

2. It is agreed that a minimum interest of 3 per cent shall be paid, but if more interest is earned, it will accrue to the benefit of the Provident Fund Account.

Any surplus in the Lapse and Forfeiture Account will be distributed periodically among the existing Members of the Provident Fund, at the time of declaration, who are entitled to Company's contribution to Provident Fund, at the end of a year, in proportion to the amount standing to their credit. The Trustees, at their absolute discretion, have the right to transfer such amounts, as they may consider necessary, from the Lapse and Forfeiture Account to Reserve for Depreciation in Securities of the Provident Fund.

Amendments suggested in para 1 and 3 above, are subject to approval by the Income-tax Authorities, when the Provident Fund Rules will be amended accordingly.

#### 18. Uniforms to Peons and Drivers:

The Peons and Drivers shall be given 2 coats and 2 pants, one pair of chaprals, one cap, and one umbrella every year. These workmen shall, at the time of renewal, return the old articles. Adequate number of rain coats shall be kept in the Office for the use of outdoor duty peons. Any loss must be immediately reported by the workman concerned, to the Management.

In the offices, however, where winter uniforms are required to be given, the peons and drivers shall be given one woollen coat and one woollen pant, every alternate year

In the offices where the practice of giving uniforms to the peons and drivers is not prevalent, then the same may be introduced as early as possible.

#### 19. Allowance During Suspension:

The Management agrees to pay 50 per cent of the basic salary with Dearness Allowance to a workman, who is suspended pending investigation and enquiry of the charges levelled against him. In case the workman is exonerated, he shall be paid the entire basic salary with Dearness Allowance for the period of suspension, i.e. he shall be considered as not having been suspended

#### 20. Confirmation:

No workman shall be kept on probation for a period of more than six months, after which he shall either be made a permanent employee, or his services may be terminated during the period of probation.

21. *Promotion:*

As far as possible, Senior posts will be filled in from the existing staff, at the absolute discretion of the Management, after considering the workman's qualifications, ability, efficiency, and knowledge.

22. *Transfers:*

The transfer of workmen from one Department to the other, or from one Section to the other Section of the same Department, in the same Office, shall be made by the Management only in case of exigencies of the Companies' business, and the Seniority of the workman shall be maintained.

23. *Trade Union Activities:*

The Company will, as far as reasonably practicable, allow space for preserving the documents and other materials connected with the 'B.I.G.' and 'Zenith' Group affiliated to the said Association.

The said Group will be allowed to hold the meetings in the office premises, with the previous permission of the Management.

24. *Holidays:*

All public holidays declared by the respective State Governments, under the Negotiable Instruments Act, shall be granted, except June 30, and December 31, or such holidays declared by the State Governments, which relate to the affairs of the Banks.

25. *Existing Rights and Privileges:*

All the existing rights and privileges other than those discussed and agreed upon, shall continue.

26. *Period and Scope of the Settlement:* (a) *Period.*—This 'Settlement' shall remain in force upto December 31, 1971. The 'Settlement' shall continue to remain in force thereafter, until it is terminated by either party giving a notice of two months, in writing, to the other, after 31st December, 1971.

(b) *Scope.*—This 'Settlement' shall only be applicable to all the workmen for whom grades are fixed under this 'Settlement', and who are in the service of the Company as at the date of signing of this 'Settlement' or thereafter. However, monetary benefits, if any, accruing under this 'Settlement' shall be given to those workmen, who have retired, or died from the services between the effective date of this 'Settlement' and the date of signing of this 'Settlement'. Monetary benefit, so accrued, under this 'Settlement', shall be adjusted towards the full or partial recovery of the Interim Relief paid and one month's gross Ad Hoc Payment, and the Interim Relief thereon, paid to such workmen prior to the date of retirement or death.

(c) The Companies shall refund, without interest, such Interim Relief and Ad Hoc gross payment with Interim Relief thereon, wherever recovered, from any workman, who has ceased to be in the services of the Companies by virtue of retirement or death, between the period January 1, 1966 to the effective date of this 'Settlement', i.e., January 1, 1969.

(d) Those workmen who have resigned from the services of the Companies between the period January 1, 1966 to the date of signing of this 'Settlement' shall not be entitled to any benefit under this 'Settlement'. The Companies shall, however, refund, without interest, such Interim Relief and Ad Hoc gross payment with Interim Relief thereon wherever recovered from any workman, who has resigned from the services of the Companies, between the above period.

27. *General:*

(a) In consideration of this 'Settlement', all the demands which are subject matters of dispute in Reference C.G.I.T. No. 2/35 of 1968, and which are not specifically covered by this 'Settlement', shall be deemed to be settled as having been withdrawn, and the workmen shall not agitate on the said demands, during the currency of this 'Settlement'.

(b) All payments accrued to the credit of the workmen, as a result of this 'Settlement' shall be paid as early as possible, but not later than 3 months from the date of signing of this 'Settlement'.

(c) In view of the fact, that this 'Settlement' shall be effective from January 1, 1968, the Companies agree to waive the recovery of one month's Ad Hoc gross payment, which was paid by way of Advance, for each of the years 1966 and 1967, and also the Interim Relief paid to the workmen for the period January 1, 1966, to December 31, 1967.

As this 'Settlement' is effective from January 1, 1968, the workmen in the services of the Companies on the effective date of the 'Settlement' shall not claim any benefit that may accrue on account of revision of wages or other conditions of service under this 'Settlement' for the period January 1, 1966, to December 31, 1967.

(d) For the purpose of calculating the arrears in respect of the basic salary, the Dearness Allowance and House Rent Allowance, wherever applicable, payable to the workmen, commencing from January 1, 1968, the total monthly earnings (excluding over time) payable under this 'Settlement', shall be worked out and the total monthly earnings (including the Interim Relief but excluding over time, if any earned) already drawn upto the date of signing of this 'Settlement' of the respective workmen for the above-mentioned period shall be deducted, and the balance after making deductions towards Provident Fund and Income-tax shall be paid to the respective workmen as arrears payable under this 'Settlement.'

(e) It is hereby by both the parties, that the adjustment on account of Bonus already paid for the year 1968, on the revised salary scales shall be made and paid in two equal instalments, namely:

- (i) First instalment shall be paid at the time of the payment of arrears, and
- (ii) second instalment shall be paid before February 28, 1970.

(f) It is further agreed that the payment towards adjustment due to the revised salary scales for:

- (i) encashment of leave availed of, and
- (ii) adjustment in Officiating Allowance, together with Interim Relief thereon,

in the year 1968 and onwards, upto the date of signing of this 'Settlement', shall also be made wherever due, together with the 2nd instalment of Bonus, before February 28, 1970.

It is further agreed, that there shall not be any adjustment with regard to the payment of over time with Interim Relief thereon already paid on or before the date of signing of this 'Settlement'.

(g) The Companies shall recover one month's Ad Hoc gross payment including Interim Relief thereon, paid in October 1968, in 20 equal monthly instalments, the first of such instalment commencing on and from the month of October 1969, i.e. the amount of the first instalment due from the workmen shall be recovered at the time of payment of their salaries for the month of October, 1969.

If, however, any workman ceases to be in the services of the Companies, for any reason whatever, before he has repaid the above amount in full, the balance of the remaining instalments of such amount shall become payable immediately, and the Companies shall recover such balance in a lump sum from any amount that is due or shall become due to him.

(h) Any dispute arising out of the interpretation of any Clause of this 'Settlement' shall be settled between the parties to the dispute, by mutual discussions. Failing this, the parties shall resort to the provisions of the Industrial Disputes Act, or any other Law for the time being in force.

(i) It is agreed by the Management, that those workmen who complete 20 years' continuous service with The British India General Insurance Company, Limited only, shall be paid by way of reward a lump sum amount equivalent to their three months' basic salaries drawn on the date of completion of 25 years' continuous service, or Rs. 500, whichever is more.

(j) This 'Settlement' is arrived at with a sincere intention of maintaining cordial relations between the workmen and the Management. The Management and the workmen shall carry out the terms of this 'Settlement' in its true spirit.

(k) The parties shall make an application before the Central Government Industrial Tribunal in Reference C.G.I.T. No. 2/25 of 1968, to make an Award in terms of this 'Settlement'.



The parties shall also send copies of the 'Settlement' under Section 18(1) read with Section 2(p) of the Industrial Disputes Act, 1947, to the various Authorities prescribed under the Act.

In witness whereof the parties have hereto set their hands the day and year first above written.

For and on behalf of the Workmen by  
the All India Insurance Employees'  
Association, Calcutta.

For and on behalf of The British India  
General Insurance Company, Limited,  
Bombay, and The Zenith Assurance  
Company, Limited, Bombay.

Illegible

Joint Secretary.

Witness:

1. N. G. MULE.
2. B. D. REGE.

Illegible

General Manager.

Witness:

1. N. C. SHROFF.
2. D. K. DASTUR.

[No. F. 74(12)/66-J.RIV (IRI).]

## ORDERS

*New Delhi, the 16th September 1969*

**S.O. 3864.**—Whereas an industrial dispute exists between the employers in relation to the D.S. Office Staff Canteen, Northern Railway, Bikaner and their workmen represented by the Palana Colliery Mazdoor Union, Bikaner;

And, whereas the said employers and workmen have, under sub-section (1) of section 10A of the Industrial Disputes Act, 1947 (14 of 1947), agreed to refer the dispute to arbitration by arbitration agreement and have forwarded to the Central Government under sub-section (3) of section 10A of the said Act a copy of the said arbitration agreement;

Now, therefore, in pursuance of sub-section (3) of section 10A of the said Act, the Central Government hereby publishes the said arbitration agreement which was received by it on the 1st September, 1969.

### *Agreement*

(under Section 10-A of the Industrial Disputes Act, 1947)

### BETWEEN

#### NAME OF PARTIES:

*Representing Employers:*

Shri Narendra Dutt, Chairman, D.S. Office Staff Canteen Committee, Northern Railway, Bikaner.

*Represented Workmen:*

Dr. Jawaharlal Ajmani, Patron & Officer of Palana Colliery Mazdoor Union, 6, Khajanchi Building, K.E.M. Road, Bikaner.

It is hereby agreed between the parties to refer the following industrial Dispute to the arbitration of Shri T.G. Moorjani L.E.O. (C), Indian Institute of Labour Studies, New Delhi now under orders of transfer to the office of the Regional Labour Commissioner (Central), Ajmer.

i. Specific matter in dispute

Whether termination from services of Shri Jagan Nath Halwai, an employee of D.S. Office Staff Canteen, Northern Railway, Bikaner by its Secretary, with effect from 27-5-1968 is legal and justified. If not what relief he is entitled.

- ii. Details of the parties to the dispute including the name and address of the Establishment or Undertaking involved.
  1. Shri Narendra Dutt, Chairman. D. S. Office Staff Canteen Committee, Northern Railway, Bikaner.
  2. Dr. Jawaharlal Ajmani, Patron & Officer of Palana Colliery Mazdoor Union 6, Khajanchi Building, K.E.M. Road, Bikaner.
- iii. Name of the Union, if any, representing the workmen in question. Palana Colliery Mazdoor Union, 6, Khajanchi Building, Bikaner.
- iv. Total number of workmen employed in the undertaking affected. 12.
- v. Estimated number of workmen affected or likely to be affected by the dispute. 1.

We further agree that the decision of the Arbitrator shall be binding on us.

The Arbitrator shall make his award within a period of Six months or within such further time as it is extended by mutual agreement between us in writing. In case the award is not made within the period aforementioned, the reference to arbitration shall stand automatically cancelled and we shall be free to negotiate for further arbitration.

*Representing Employers :*

Signature of the parties.

1. Sd/- Narendra Dutt  
(Narendra Dutt)

*Represented Workmen :*

2. Sd/- Jawaharlal Ajmani  
(Jawaharlal Ajmani)

*Witnesses—*

1. Sd/- Illegible.
2. Sd/- Illegible.

[No. 2/7/69/LRII.]

**S.O. 3865.**—Whereas the Central Government is of opinion that an industrial dispute exists between the management of Messrs Vanguard Insurance Company Limited, Calcutta and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Calcutta, constituted under section 7A of the said Act.

#### SCHEDULE

- “(1) Scales of pay of subordinate staff and Assistants and method of adjustment.
- (2) Dearness Allowance.
- (3) Gratuity.
- (4) Age of Retirement.
- (5) Provident Fund.
- (6) Leave Rules.
- (7) Confirmation
- (8) Date of effect of award.”

[No. 25/19/69-LRIII(LRI).]

*New Delhi, the 17th September 1969*

**S.O. 3866.**—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the British India General Insurance Company Limited, Nagpur and their workman in respect of the matters specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Jabalpur, constituted under section 7A of the said Act.

**SCHEDULE**

"Whether the action of the management of the British India General Insurance Company Limited, Nagpur in terminating the services of Shri D. S. Variava with effect from the 1st February, 1969 is legal and justified? If not, to what relief is Shri Variava entitled?"

[No. 25/18/69-LRIII (LRI).]

*New Delhi, the 19th September 1969*

**S.O. 3867.**—Whereas the industrial dispute specified in the Schedule hereto annexed is pending before Shri P. P. R. Sawhney, Presiding Officer, Industrial Tribunal, Chandigarh;

And whereas the services of Shri P. P. R. Sawhney have ceased to be available;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 33B of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby withdraws the proceedings in relation to the said dispute pending before the Industrial Tribunal, Chandigarh and transfers the same to the Central Government Industrial Tribunal, Delhi constituted under section 7A of the said Act, and directs that the said Tribunal shall proceed with the said proceedings from the stage at which they are transferred to it and dispose of the same according to law.

**SCHEDULE**

Sl. No	Parties to the dispute	Reference No. and date	S.O. No. of Gazette and year of publication
1.	The Punjab National Bank Limited and their workmen	23/62/68-LRIII dated 7th July, 1969	2899/69

[No. 23/62/68/LRIII.]

**S.O. 3868.**—WHEREAS the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Dehri Rohtas Light Railway Company Limited, Dalmianagar and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal (No. 2), Dhanbad, constituted under section 7A of the said Act.

**SCHEDULE**

"Whether the demand of the workmen, whose particulars are given below, employed by the management of Dehri Rohtas Light Railway Company Limited, Dalmianagar, District Shahabad, that they should be made permanent is justified.

Sl. No.	Name of the worker	Designation	Date of appointment
1	Sri Ram Kumar Singh	B.T.M. Turner	14-12-63
2	Sri Mukhan Prasad	Electric Khalasi	4-5-63
3	Sri Radha Prasad	Khalasi	21-11-63
4	Sri Raj Nath	Loco Khalasi	11-7-63

Sl. No.	Name of the worker	Designation	Date of appointment
5	Sri Seo Prasad	Loco Khalasi	1-12-66
6	Sri Laxmi Ram	Hammerman	8-11-64
7	Sri Bikchand Sharma	B.T.M. Blacksmith	8-11-64
8	Sri Jawahar	Hammerman	16-7-63
9	Sri Raj Keshwar	Khalasi	11-6-66
10	Sri Bachan Ram Vishwakarma	B.T.M. Fitter	1-1-63
11	Sri Chaturbhuj Jha	Khalasi	11-7-63
12	Sri Jang Bahadur Singh	Do.	11-7-63
13	Sri Bhagat Singh	Do.	1-12-66
14	Sri Prabhu	Do.	27-11-63
15	Sri Kuwan Singh	Pointsman	6-4-66

If so, to what relief are the above workmen entitled?"

[No. 2/49/68/LRIII.]

**S.O. 3869.**—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Oriental Bank of Commerce Limited and their workmen in respect of the matter specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal, Delhi constituted under section 7A of the said Act.

#### SCHEDULE

"Whether the action of the management of the Oriental Bank of Commerce Limited, New Delhi in terminating the services of Shri Hari Singh, Guard, with effect from the 1st May, 1968 was justified? If not, to what relief is he entitled?"

[No. 23/32/69/LRIII.]

S. S. SAHASRANAMAN, Under Secy.

#### (Department of Labour and Employment)

*New Delhi, the 16th September 1968*

**S.O. 3870.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal (No. 2) Dhanbad in the industrial dispute between the employers in relation to the Bhowra Colliery of Messrs Karamchand Thapar and Brothers (Private), Limited, Central Office Bhowra, Post Office Bhowra (Dhanbad) and their workmen, which was received by the Central Government on the 6th September, 1969.

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD**

**PRESENT**

Shri Nandagiri Venkata Rao, Presiding Officer

REFERENCE NO. 11 OF 1968

In the matter of an industrial dispute under Section 10(1) (d) of the Industrial Disputes Act, 1947.

#### **PARTIES :**

Employers in relation to the Bhowra Colliery of Messrs Karamchand Thapar and Brothers (Private) Limited, Central Office, Bhowra, Post Office Bhowra (Dhanad),

**AND**  
Their workmen

**APPEARANCES :**

*On behalf of the employers.*—Shri K. C. Nandkeolyar, Dy. Chief Personnel Officer

*On behalf of the workmen.*—Shri Ram Mitra, Secretary, Bihar Koyala Mazdoor Sabha.

STATE: Bihar.

INDUSTRY: Coal.

Dhanbad, 3rd September 1969

**AWARD**

The Central Government, being of opinion that an industrial dispute exists between the employers in relation to the Bhowra Colliery of Messrs Karamchand Thapar and Brothers (Private) Limited, Central Office, Bhowra, Post office Bhowra (Dhanbad) and their workmen, by its order No. 2/128/68-LRII dated 26th September, 1968 referred to this Tribunal under Section 10(1)(d) of the Industrial Disputes Act, 1947 for adjudication the dispute in respect of the matters specified in the schedule annexed thereto. The schedule is extracted below:

**SCHEDULE**

“Whether the management of Bhowra Colliery of Messrs Karamchand Thapar and Brothers (Private) Limited, Central Office, Bhowra, Post office Bhowra (Dhanbad), is justified in suspending the following workmen for the period shown against each of them?

S. No.	Name of worker and designation	Period of suspension
1.	Shri Satai Rabidas, Pick Miner	27-9-1967 to 2-10-67 and 3-6-68 to 4-6-68.
2.	Shri Ramdhari Gope, Pick Miner	Do.
3.	Shri Ramcharan Gararia, Pick Miner	Do.
4.	Shri Somar Chowdhury, Pick Miner	2-10-1967 and from 3-6-1968 to 9-6-68.
5.	Shri Ramdular Jaiswara, Pick Miner	30-9-1967 to 2-10-1967 and 24-6-1968 to 28-6-1968.
6.	Shri Manohar Passi, Pick Miner	27-9-1967 to 4-10-1967.
7.	Shri Peyara Lal Kandu, Onsetter	24-9-1967 to 3-10-1967.
8.	Shri Ramfer Jaiswara, Pick Miner	7-11-1967 to 16-11-1967.

If not, to what relief are these workmen entitled?”

2. Workmen as well as the employers filed their statement of demands.

3. On 22nd July, 1969 Shri Ram Mitra, Secretary, Bihar Koyala Mazdoor Sabha representing the workmen and Shri K. C. Nandkeolyar, Deputy Chief Personnel Officer representing employers filed a joint memo stating that they have compromised the dispute involved in the reference amicably on the terms mentioned in the memo. The compromise memo was duly verified. The terms of compromise appear to me fair and beneficial to the workmen. Hence, the compromise is accepted and the award is made in terms of the compromise and submitted under Section 15 of the Industrial Disputes Act, 1947. The compromise memo is annexed herewith and made part of the award.

(Sd.) N. VENKATA RAO,  
Presiding Officer,

Central Government Industrial Tribunal  
(No. 2), Dhanbad.

**BEFORE THE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) DHANBAD**

IN THE MATTER OF  
REFERENCE No. 11 OF 1968

Employers in relation to Bhowra Colliery

AND

Their workmen represented  
by Bihar Koyala Mazdoor Sabha.

*Joint Petition of Compromise*

It is most respectfully submitted that the parties abovenamed have compromised the dispute amicably on the following terms:—

- (1) That the management agrees to reduce the period of suspension by half in each case excepting the case of Sri Peryarela Kandu (S. No. 7) of the Reference.

(2) That the payment will be made within a fortnight.

It is therefore, prayed that award may kindly be given in terms of the settlement hereinabove and for that act of kindness, the parties shall as in duty bound ever pray.

For workmen

RAM MITRA

Secretary,

Bihar Koyala Mazdoor Sabha.

Dhanbad:

Dated 22nd July, 1969.

For employers

K. C. NANDKEOLYAN

Dy. Chief Personnel  
Officer.

M/s. Karamchand Thapar  
and Bros.

[No. 2/128/68-LRII.]

New Delhi, the 17th September 1969

**S.O. 3871.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, (No. 3), Dhanbad, in the industrial dispute between the employers in relation to the Managing Contractor, Golden Sinidih Colliery, Post Office Katrasgarh, Dhanbad and their workmen, which was received by the Central Government on the 2nd September, 1969.

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 3) AT DHANBAD

REFERENCE No. 78 OF 1968

PRESENT:

Shri Sachidanand Sinha, M.A.M.L., Presiding Officer.

PARTIES:

Employers in relation to the managing contractor, Golden Sinidih Colliery.

Vs.

Their workmen.

APPEARANCES:

For workmen.—Shri P. Burman, Secretary, Khan Mazdoor Congress.

For employers.—Shri S. S. Mukherjee and Sri B. Joshi, Advocates.

INDUSTRY: Coal.

STATE: Bihar.

Dhanbad, dated the 22nd of August, 1969.

#### AWARD

1. The Central Government, being of opinion that an industrial dispute exists or is apprehended between the employers in relation to the Managing Contractor, Golden Sinidih Colliery, Post Office Katrasgarh, Dhanbad and their workmen, by its order No. 2/1/67-LRII, dated the 3rd of February, 1967 referred to the Central Government Industrial Tribunal, Dhanbad under section 10(1)(d) of the Industrial Disputes Act, 1947 for adjudication the dispute in respect of the matters specified in the schedule annexed thereto. The schedule is extracted below:—

#### SCHEDULE

"1. (a) Whether Shri Chandanmull Jain, Managing Contractor at Golden Sinidih Colliery, Post Office Tundoo, District-Dhanbad was justified in refusing employment to the workmen detailed below with effect from the 10th November, 1966?

Name	Designation
1. Shri Rojan Mian	Mining Sirdar.
2. Shri Jang Bahadur Singh	Haulage Khalasi.
3. Shri Nathu Mahato	Trolly Man.
4. Shri Somar Mahato	Do.
5. Shri Prabhu Narayan Tiwary	Munshi.
6. Shri Onkar Yadav	Guard.

Name	Designation
7. Shri Nakul Mahato	Trolley Man.
8. Shri Govind Mahato	Do.
9. Shri Nandu Mahato	Do.
10. Shri Suresh Pandey	Do.
11. Shri Guhi Manjhi	Pick Miner.
12. Shri Bhuna Bhuian	Wagon Loader.
13. Shri Mata Manjhi	Pick Miner.
14. Shri Yadu Manjhi	Do.
15. Shri Kali Charan Majhi	Do.
16. Shri Haroo Manjhi	Do.
17. Shri Sahdeo Manjhi	Do.
18. Shri Karamchand Manjhi	Do.
19. Shri Hublal Manjhi	Do.
20. Shri Rasik Manjhi	Do.
21. Shri Sarkar Manjhi	Do.
22. Shri Ludhu Manjhi	Do.
23. Shri Jageshwar Bhuian	Soft Coke Maker.
24. Shri Etwari Bhuian	Do.
25. Shri Banwari Bhuian	Do.
26. Shri Panchu Bhuian	Do.
27. Shri Ramu Bhuian	Do.
28. Shri Bishu Bhuian	Do.
29. Shri Khare Bhuian	Do.
30. Shri Amrit Bhuian	Do.
31. Shri Hari Kumar	Trolley Man.
32. Shri Arjun Manjhi	Pick Miner.
33. Shri Gangoo Manjhi	Do.
34. Shri Ram Sahay Manjhi	Do.
35. Shri Haradhan Manjhi	Do.
36. Shri Sohrai Manjhi	Do.
37. Shri Chhota Manjhi	Do.
38. Shri Sambhu Manjhi	Do.
39. Shri Hari Manjhi	Do.
40. Shri Bargha Manjhi	Do.
41. Shri Sukar Mahato	Trolley Man.
42. Shri Chhotan Manjhi	Pick Miner.
43. Shri Babu Ram Manjhi No. I	Do.
44. Shri Ramdhan Manjhi No. I	Do.
45. Shri Raghu Manjhi	Do.
46. Shri Bodi Manjhi	Do.
47. Shri Sarwan Manjhi	Do.
48. Shri Babu Ram Manjhi No. II	Do.
49. Shri Jagoo Manjhi	Do.
50. Shri Jugal Majhi	Do.
51. Shri Kangal Manjhi	Do.
52. Shri Churka Manjhi	Do.
53. Shri Ramthan Manjhi No. II	Do.
54. Shri Bodhan Manjhi	Do.
55. Shri Chhotu Manjhi	Do.
56. Shri Ritbaran Manjhi	Do.
57. Shri Bigtoo Manjhi	Do.
58. Shri Paran Manjhi	Do.
59. Shri Manghoo Manjhi	Do.
60. Shri Babulal Manjhi	Do.
61. Shri Raghu Manjhi	Do.
62. Shri Manjllu Manjhi	Do.
63. Shri Kinoo Manjhi	Do.
64. Shri Khara Manjhi	Do.
65. Shri Bhukul Mahato	Trolley Man.
66. Shri Jyoti Rawani	Flitter Mistry.

(b) If not to what relief are the workmen concerned entitled?

2. (a) Whether Shri Chandanmul Jain, Managing Contractor at Golden Sindih Colliery, Post Office Tundoo, District Dhanbad was justified in refusing employment to Shri Ramjan Mian, Bailing Mazdoor, from the 10th November, 1966 to the 1st December, 1966?

(b) If not, to what relief is the workmen entitled?"

2. The Central Government Industrial Tribunal, Dhanbad registered the reference as reference No. 9 of 1967 on its file. While it was pending there, the Central Government by its order No. 8/25/67-LRII, dated the 8th of May, 1967 transferred the dispute to the Central Government Industrial Tribunal No. 2, Dhanbad where it was registered as reference No. 207 of 1967. The Central Government by its subsequent order No. 8/71/68-LRII, dated the 13th of August, 1968 transferred the dispute to this Tribunal and here it has been numbered as reference No. 78 of 1968.

3. On the 9th of November, 1967, the Secretary, Khan Mazdoor Congress filed the written statement on behalf of the workmen. Their case is that the Golden Sinidih Colliery, Post Office Tundoo (Dhanbad) is owned by Shri Hit Narayan Singh and from the beginning of 1966 Sri Chandanmull Jain was appointed as the Managing Contractor of the Colliery. Since that time complaints about non-payment, less-payment, and delayed payments began to grow and accumulated and even in spite of the efforts of the Labour Enforcement Office (C) to effect any improvement in this regard nothing was done. The Khan Mazdoor Congress on behalf of the workmen began to press for improved payment. On the representation of the Union the Assistant Labour Commissioner, Dhanbad (I) undertook on the spot enquiry on 9th November, 1966 and found the complaints of the Union to be substantially correct. The management as a retaliatory measure, stopped working of the Colliery from the following day of the spot enquiry i.e. from the 10th of November, 1966 in order to beat down the workers' resistance.

4. On 16th November, 1966 the Union raised an industrial dispute before the Assistant Labour Commissioner, Dhanbad-I, alleging refusal of employment to the workmen of the Colliery by the management from the 10th November, 1966. During the conciliation proceeding on 1st December, 1966 Shri Chandanmull Jain, who represented the management agreed to allow 42 workmen to join work from 2nd December, 1966, excepting only Ramjan Mia, a Bailing Mazdoor. The management did not attend any further proceeding of conciliation on any of the dates fixed for the same.

5. The management thereafter employed casual labour at lower rates and continued their unfair labour practice and still continuing the same. The management has thus thrown out the old and permanent employees and sought to replace them with casual labour at lower rate of wages, only because the old workers wanted proper payment according to law and awards. The Union therefore, prayed for re-instatement with full back wages to all the 66 workmen listed in Schedule 1(a) and full wages and other benefits to Ramjan Mia, Bailing Mazdoor for period from 10th November, 1966 to 2nd December, 1966, as if he worked on all these days.

6. The employers filed their written statement on 23rd December, 1966. Their case is that the Golden Sinidih Colliery is situated on the bank of the river 'Khuda' which poses a great danger to the lives of the persons engaged in mining operations during the period between 15th June and 31st October. The mining operations remain suspended every year during that period as per the order of the Mines Department. But in the year 1966 the Mines Department permitted the working of the mine in the day-shift only during the period 15th June to 31st October under the severe restrictions. According to them the coal seams lying within the leasehold of this property are geologically disturbed and the continuity of coal seams gets lost very often. Thus availability of coal faces for the workmen remain uncertain and unpredictable. Therefore, as a rule the workmen in need of temporary jobs take their employment in this Colliery for a short time and as soon as they get permanent employment elsewhere, they voluntarily abandon their services without notice and thus the mine is being worked with mostly temporary and casual workmen.

7. According to the management none of the workmen mentioned in the schedule to the reference was refused employment from 10th November, 1966 or on any day in the year 1966.

8. The management has made out specific case against the 67 concerned workmen and they are mentioned in paras 9 to 16, and 25 of their written statement.

9. In para 9 of the written statement it is alleged that the concerned workman Sri Jag Bahadur, mentioned in serial No. 2 was appointed on 8th March, 1965 and he continued in his services till 17th July, 1967 and on 18th July, 1967 he submitted his resignation and left his employment.



10. In para 10, it is alleged that the workmen Sri Rojan Mian, mentioned in Serial No. 1 of the Schedule was appointed on 12th November 1962 and he continued in his service till the end of June, 1967 and left his employment after submitting his resignation.

11. In paragraph 11 of the written statement it is alleged that the workmen mentioned in serial No. 66, Sri Jyoti Rewani was appointed on 15th October, 1958. This workman absented himself from duties from 31st January, 1966 upto 6th August, 1966 and voluntarily abandoned his appointment. The concerned workman was re-appointed on 7th August, 1966. He again absented from his duties on 28th, 29th and 30th October, 1966 and he was issued a chargesheet for mis conduct. He was suspended for 3 days and was asked to resume his duties. The workman did not report for duties, but left the colliery without any information.

12. In paragraph 14 it is alleged that the workman Sri Babulal Manjhi, workman mentioned in serial No. 60 of the schedule of reference was appointed only on 16th November, 1966 i.e. much after the alleged date of stopping from duties.

13. In paragraph 12 of the written statement it is alleged that the following 15 workmen were never in employment of the concerned colliery viz. workmen mentioned in serial Nos. 6, 10, 12, 19, 29, 31, 33, 40, 42, 48, 52, 57, 59, 64 and 65.

14. In para 13 of the written statement it is mentioned that the following 7 temporary workmen left their employment at the time of closure of the concerned mine (i.e. from 15th June upto 31st October) for one shift due to danger of inundation. These workmen are mentioned in the serial Nos. 3, 4, 15, 18, 39, 44 and 46.

15. In para 15 of the written statement it is alleged that the following 13 workmen continued in their employment much beyond the alleged date of refusal of employment viz. workmen mentioned in serial Nos. 32, 34, 55, 45, 36, 49, 16, 17, 20, 58, 62, 5 and 61.

16. In paragraph 16 it is mentioned that 27 workmen mentioned below were purely casual workmen, viz. workmen mentioned in serial Nos. 7, 8, 11, 13, 14, 21, 22, 23, 24, 25, 26, 27, 28, 35, 38, 39, 41, 43, 44, 46, 47, 50, 51, 53, 54, 56 and 57.

17. In paragraph 25 it is alleged that Sri Ramjan Mia workman mentioned in item No. 2 of the Schedule was appointed on 2nd February, 1966. He however, remained absent without any permission or authorised leave from 10th November, 1966 to 1st December, 1966. The management however, did not take any disciplinary action for this misconduct, but permitted him to join his duties from 2nd December, 1966.

18. Therefore, according to the management the concerned 67 workmen are not entitled for any relief.

19. The management examined Sri H. P. Banerjee, the manager of the Golden Sinidhi Colliery (MW. 1) and Sri Chandanmull Jain, the Managing Contractor (MW. 2). They also filed 14 items of documents and they are marked as exhibits M-1 to M-14. On behalf of the workmen 7 witnesses were examined and they are WW-1, Sri Sahdeo Manjhi, workman mentioned in serial No. 17, WW-2 Sri Mata Manjhi, workman mentioned in serial No. 13, WW-3 Karamchand Manjhi, workman mentioned in serial No. 18, WW-5, Jyoti Rewani, workman mentioned in serial No. 66, WW-6 Onkar Yadav, workman mentioned in serial No. 6 and WW-4 Sri K. Sharan, who was the Assistant Labour Commissioner, Dhanbad (1) at the relevant time. The workmen also filed 5 items of documents and they are exhibited as W-1 to W-5.

20. The point for consideration is whether the management was justified in refusing employment in respect to 66 workmen mentioned in item No. 1 of the schedule with effect from the 10th of November, 1966? The next point for consideration is whether the management was justified in refusing employment to Sri Ramjan Mia, Bailing Mazdoor from the 10th of November, 1966 to the 1st December, 1966?

21. The case of the Union is that Sri Chandanmull Jain, Managing Contractor at Golden Sinidhi Colliery had been committing irregularities in the matter of payment to the workers employed by him at the said colliery. Moreover, Sri Chandanmull Jain did not record the names of mining workers in the attendance register and the various other registers required to be maintained under the

various labour laws. When the Union insisted for correct payment and compliance of various labour laws Sri Chandanmul Jain adopted unfair labour practice and forcibly removed the workmen and locked them out without any notice with effect from 10th November, 1966.

22. The further case of the Union is that on representation of the Union the Assistant Labour Commissioner (C) Dhanbad-I went to the spot for enquiry on 9th November, 1966. The management was annoyed on the visit of the Assistant Labour Commissioner and therefore, stopped working of the colliery from 10th November, 1966 as a retaliatory measure.

23. During the conciliation proceedings before the Conciliation Officer the workmen produced a list of 73 workmen for whom there was a dispute. The employers first contended before the Conciliation Officer that 12 workmen out of the 73 workmen were already working with them vide list No. 1 of the conciliation report. The workmen pressed that out of the aforesaid 12 workmen Sri Haroo Manjhi, mentioned in serial No. 16, Sohrai Manjhi, mentioned in serial No. 36, Chhotu Manjhi, in serial No. 37, Jagoo Manjhi, mentioned in serial No. 49, Chhotu Manjhi, in serial No. 55 and Babulal Manjhi, in serial No. 60 were not working at Golden Sindih Colliery as stated by Sri Chandanmul Jain. Accordingly to the schedule of reference these six names were included and the other six names out of list No. 1 of the conciliation report were dropped.

24. Therefore, out of 73 workmen originally mentioned by the Union, the reference was in respect to 67 workmen.

25. In order to show that labour grievance existed, the union has filed three letters Ext. W-3 to W-5. Ext. W-3 is the letter dated 7th July, 1966 addressed by Sri K. Sharan, Assistant Labour Commissioner, Dhanbad to Sri Chandanmul Jain, Managing Contractor, Golden Sindih Colliery. Ext. W-4 is the letter dated 29th July, 1966 addressed by Sri K. Sharan, Assistant Labour Commissioner, Dhanbad to the General Secretary, Khan Mazdoor Congress and Ext. W-5 is the another letter addressed by Sri K. Sharan, Assistant Labour Commissioner, Dhanbad to the General Secretary, Khan Mazdoor Congress, Jharia.

26. Sri K. Sharan, who was the then Assistant Labour Commissioner, Dhanbad was examined as a witness on behalf of the workmen and he is WW-4. In his evidence he has stated that he visited the Golden Sindih Colliery in connection with this dispute and during his visit he met the workmen of the colliery and he found that the workers were being paid less wages and the workers were refused employment by the Managing Contractor, Sri Chandanmul Jain.

27. As stated above the case of the Union is that the Assistant Labour Commissioner, Dhanbad visited the colliery on 9th November, 1966 and that on the following day i.e. 10th November, 1966 Sri Chandanmul Jain actually stopped the working of the colliery. In order to substantiate this point the workmen have relied on the letter dated 16th November, 1966 written by the General Secretary, Khan Mazdoor Congress to the Conciliation Officer. In that letter it was stated that the Assistant Labour Commissioner, Dhanbad visited the colliery on 9th November, 1966 and following day Sri Chandanmul Jain stopped the working of the colliery. In the letter dated 30th November, 1966 from the Managing Contractor, Golden Sindih Colliery, the aforesaid visit to the Assistant Labour Commissioner, Dhanbad was admitted. This point was not controverted in the oral testimony of the witness examined on behalf of the management. WW-6 Sri Onkar Yadav has stated in his evidence that the Union had approached the Regional Labour Commissioner and one Labour Officer from the Regional Labour Commissioner had come to the colliery. He further stated that Sri Chandanmul Jain was annoyed when he found the Labour Officer at the colliery and after the departure of the Labour Officer Sri Chandanmul Jain dragged them away from the colliery. WW-4 Sri K. Sharan has also stated in his evidence that he visited this colliery in connection with this dispute. The evidence thus shows that the Assistant Labour Commissioner had visited the colliery on 9th November, 1966.

28. The case of the Union is that during the conciliation proceedings Sri Chandanmul Jain agreed to allow the following 42 workmen to resume their duties at Golden Sindih Colliery with effect from 2nd December, 1966 viz. workmen mentioned in serial Nos. 1 to 11, 15, 17, 19 to 23, 31, 35, 38, 39, 41 to 44, 47, 48, 50, 52, 53, 54, 56, 58, 59, 60 to 66 and Ramjan Mia workman mentioned

in item No. 2 of the schedule of reference. In the written statement the management took a different stand. According to the management out of the aforesaid 42 workmen, workmen mentioned in serial Nos. 6, 10, 19, 42, 48, 52, 59, 64 and 65 were never in employment of the concerned colliery (*vide* para 12 of the written statement).

29. Out of the aforesaid 42 workmen following five workmen left the employment at the time of the closure of the concerned mine *viz.* workmen mentioned in serial Nos. 3, 4, 15, 39 and 44 (*vide* para 13 of the written statement of the management). Out of the 42 workmen the following six workmen continued in their employment much beyond the alleged date of refusal of employment *viz.* workmen mentioned in serial Nos. 5, 17, 20, 28, 61 and 62 (*vide* para 15 of the written statement).

30. Out of the 42 workmen the following 17 workmen were purely casual workmen *viz.* workmen mentioned in serial Nos. 7, 8, 21, 22, 23, 35, 38, 39, 40, 43, 46, 47, 50, 53, 54, 57 and 11. The workmen mentioned in serial Nos. 9 and 63 were not mentioned in any group. No statement in respect to these workmen were made in the written statement.

31. Specific case was made out in respect to the two workmen mentioned in serial Nos. 1 and 2 and Ramjan Mia workman mentioned in item No. 2A of the schedule. In respect to Rojan Mia, workman mentioned in serial No. 1 it was alleged by the management that Sri Rojan Mia joined on 12th November 1962 and he resigned on 23rd August, 1967 (*vide* Ext. M-3). Rojan Mian has not been examined by the Union and the Union has also not pressed his claim. Therefore, Sri Rojan Mia is not entitled to any relief.

32. In respect to the Jang Bahadur Singh, workman mentioned in serial No. 2 it was stated that he was appointed on 8th March, 1965 and resigned on 18th July, 1967. Ext. M-14 is the resignation letter. Sri Jang Bahadur Singh has not been examined by the Union and the union has also not pressed his claim. Therefore, the workman mentioned in serial No. 2 Sri Jang Bahadur Singh is not entitled to any relief.

33. In respect to Ramjan Mia, workman mentioned in item No. 2A of the schedule of reference it was alleged on behalf of the management that Sri Ramjan Mian was appointed on 2nd February, 1966. He remained absent without any permission or authorised leave from 10th November, 1966 to 1st December, 1966. The management however, did not take any disciplinary action for this misconduct but permitted him to join his duties on 2nd December, 1966. Sri Ramjan Mian has also not been examined and the union has also not pressed his claim. Therefore, Sri Ramjan Mian, workman mentioned in item No. 2A of the schedule of the reference is not entitled to any relief.

34. List 3 of the conciliation proceedings deals with the names of the 42 workmen whom the employers agreed to allow to resume their work with effect from 2nd December, 1966. Out of the 42 workmen Sri Rojan Mian, Sri Jang Bahadur Singh and Ramjan Mian are mentioned in serial Nos. 1, 2 and 3 of the list. The Union has not pressed their claim as stated above. The Union has therefore, pressed the claim of the remaining 39 workmen of list No. 3 of the conciliation proceedings. As stated above according to the Union Sri Chandanmal Jain agreed to allow these 39 workmen to resume their duties at Golden Shidih Colliery with effect from 2nd December, 1966. According to the management some of the workmen were never employed by the management, some of the workmen left their employment at the time of the closure of the concerned mine and some continued in employment much beyond the alleged date of refusal of employment and some were purely casual workers, the details of which is given above. In order to prove their case the management has filed Form B registers (Ext. M-6 to M-8 and Form C registers Ext. M-9 to M-11 and Form E register Ext. M-12). It was argued on behalf of the management that these registers are statutory registers and on that account entries in these registers should be believed. The entries in those registers will justify the case made out by the management in their written statement.

35. The point for consideration is whether the entries in these registers are genuine and can be relied upon?

36. These registers are proved by MW-1 Sri B. P. Banerjee, Manager of the colliery. These registers are in the pen of Sri Ramadhar Singh and Sri R. P.

Lalla and they are still in the employment of the management. No reason has been assigned as to why they were not examined. It was submitted before me that they were intentionally and deliberately not examined. Possibly they were not examined as they declined to give false statement on oath. The management withheld the witnesses from the witness box and therefore, adverse inference must be drawn for their non-examination. Therefore, these registers are not properly proved and as such the entries in these registers do not inspire confidence and it would not be safe to rely on the entries made therein. MW-1 Sri B. P. Banerjee, does not say in his evidence that these registers were prepared under his supervision. He also does not say on oath that the entries made in these registers are genuine. MW-1 Shri B. P. Banerjee is silent about the genuineness and the correctness of the entries made in these registers. MW-2 Sri Chandanmul Jain also does not say on oath that the entries in these registers are genuine and correct and they are kept in regular course of business. It was therefore, argued on behalf of the union that these registers were manufactured by the management in order to suit their case as made out in their written statement.

37. There was a conciliation proceeding on 1st December, 1966 and on that date Sri Gopal Chandra Munsli, General Secretary, Khan Mazdoor Congress represented on behalf of the workmen of Golden Sinidih Colliery and Sri Chandanmul Jain, Managing Contractor, Golden Sinidih Colliery represented on behalf of the management. In that conciliation proceeding Sri Chandanmul Jain agreed to reinstate 42 workmen mentioned in list No. 3 of the conciliation proceedings. In his report dated 24th December, 1966 the Assistant Labour Commissioner, Dhandbad has stated that after a great deal of persuasion Sri Chandanmul Jain agreed to allow the 42 workmen to resume their duties with effect from 2nd December, 1966. MW-2 Sri Chandanmul Jain has stated in his evidence as follows:—

"I have attended the conciliation proceedings. Before the Conciliation Officer I have agreed to allow the 42 workmen who will report for duty on the 2nd of December, 1966".

His statement on oath is contradictory to the statement made but in the written statement and the entries in the various registers Exts. M-6 to M-12. His statement on oath therefore, clearly proves that the entries in Exts. M-6 to M-12 are fictitious and were manufactured to suit the case of the management as made out in their written statement.

38. The case of the Union is that the concerned 39 workmen as mentioned above went to the colliery and reported for duties but they were declined employment by Sri Chandanmul Jain. MW-2 Sri Chandanmul Jain has stated before me that on 2nd December, 1966 he gave employment to all the persons who reported for duties. It is to be noted that Sri Chandanmul Jain did not inform the Assistant Labour Commissioner regarding the employment of these 42 workmen. The employers attended the conciliation proceedings only on one day i.e. 1st December, 1966 and further discussion was adjourned to 6th December, 1966 but the employers did not attend the conciliation proceedings on that day. The conciliation proceedings were again adjourned to 16th December, 1966 but the employers did not attend even on that day. A settlement was arrived at on 1st December, 1966 by which Sri Chandanmul Jain agreed to allow the 42 persons to report for duties on the 2nd of December, 1966. In his letter dated 15th December, 1966 to the Assistant Labour Commissioner Sri Chandanmul Jain is quite silent regarding employment of these 42 workmen. MW-1 is Sri B. P. Banerjee, Manager of the colliery. In his evidence he has stated that he did not attend the conciliation proceedings and that he did not read even failure report of the conciliation proceedings and that he has no knowledge about the statement made by Sri Chandanmul Jain in the conciliation proceedings and that Sri Chandanmul Jain never told him regarding the settlement with 42 workmen. It does not stand to reason that being a manager of the colliery he would be ignorant of these facts. The only conclusion is that he is deliberately suppressing truth.

39. The Union have examined WW-1 Sri Sahdeo Manjhi, workman mentioned in serial No. 17, WW-5 Jyoti Bewani, workman, mentioned in serial No. 66, WW-6 Onkar Yadav, workman in serial No. 6, WW-7 Nathu Mahato, workman in serial No. 7. They have stated that the settlement was made before the Regional Labour Commissioner and the management had agreed to take them back and they were allowed to resume duties but when they went to work the management declined to allow them to resume their duties.

40. WW-4, Sri K. Sharan, the then Assistant Labour Commissioner stated in his evidence as follows:—

"Before me the Managing Contractor Sri Chandanmul Jain agreed to allow the 42 workmen to resume their work as mentioned in my report dated 24th December,

1966. It was the case of the management that the aforesaid 42 workmen were in employment of Golden Sindhi colliery and on that ground also he agreed to allow them to resume their duties with effect from 2nd December, 1966 as mentioned in my report.

Subsequently I was informed by the Union that Sri Chandanmul Jain has not allowed the aforesaid 42 concerned workmen to resume their duties at Golden Sindhi colliery with effect from 2nd December, 1966. This much I recollect that the names of 42 workmen were thrashed out and recorded and were read over to the management and the management after fully scrutinising the names had agreed to allow them to resume their work from the date mentioned in my report and these names were recorded in my own pen in a separate notesheet also.

41. I would like to comment on the statement given by this witness Sri K. Sharan. He gave his statement both in examination in chief and cross-examination in firm tones and in a straight forward and up-right manner and it did create a great impression in my mind in respect to his being a truthful witness.

42. The Management has made out a special case in respect to Sri Jyoti Rewani, workmen mentioned in serial No. 60 in para 11 of their written statement. According to the management he was appointed on 15th October, 1958 but this workman absented himself from duties from 31st January 1966 upto 6th August 1966 and voluntarily abandoned his appointment and the concerned workman Sri Jyoti Rewani was re-appointed on 7th August, 1966. But he again absented from his duties on 28th, 29th and 30th October, 1966. He was issued with a chargesheet for misconduct on 31st October, 1966 (vide Ext. M-3). Ext. M-5 is the reply to the chargesheet dated 3rd November, 1966. According to the management his services were terminated since 5th November, 1966 and he was dismissed on 5th November, 1966 (vide Ext. M-4). According to the management since he was dismissed on 5th November, 1966 no question of refusal of employment arose on 10th November, 1966.

43. According to the Union he was one of the 42 workmen whom the management allowed to resume duties with effect from 2nd December, 1966. It is to be noted that in the conciliation proceedings the management agreed to employ this workman, Joti Rewani. It was not the case of the management in the conciliation proceedings that Sri Joti Rewani has already been dismissed on 5th November, 1966. In the letter dated 30th November, 1966 addressed by the Managing Contractor, Golden Sindhi Colliery to the Assistant Labour Commissioner, Dhanbad there is no mention regarding this workman Joti Rewani as having been dismissed on 5th November, 1966. Joti Rewani has been examined and is WW-5. He has stated in his evidence that when the management forcibly turned him out from the quarter he approached the Union and the Union filed a case before the Regional Labour Commissioner and that a settlement was made before the R.L.C. and the Management agreed to take him back and to pay the wages for the idle period. But when he went to work at the colliery the management declined to allow him to resume duty.

44. In this view of the case I hold that Sri Joti Rewani was one of the 42 workmen whom the management agreed to allow to resume his duties. Therefore, I hold that Sri Chandanmul Jain had agreed to allow the 42 workmen mentioned in list No. 3 of the conciliation proceeding to allow them to resume their duties at the Golden Sindhi Colliery with effect from 2nd December, 1966. Out of these 42 workmen, the Union has not pressed the claim of Sri Rojan Mia, Jang Bahadur Singh and Ramjan Mian. Therefore, the management wrongfully did not allow the remaining 39 workmen out of the workmen mentioned in list No. 3 of the conciliation proceedings to resume work with effect from 2nd December, 1966 and refused to re-instate these 39 workmen. These 39 workmen are mentioned in Serial Nos. 3 to 11, 15, 17, 19, 20, 21, 22, 23, 31, 35, 38, 39, 41, 42, 43, 44, 47, 48, 50, 52, 53, 54, 56, 58, 59, 61, 62, 63, 64, 65, 66. The aforesaid 39 workmen are therefore, entitled to be reinstated with full back wages with effect from 10th November, 1966 upto the date of their reinstatement with continuity of services.

45. I now take up the case of the 19 workmen mentioned in list No. 2 of the conciliation report. Before the Conciliation Officer Sri Chandanmul Jain, the Managing Contractor at Golden Sindhi Colliery contended that the following 19 workmen were never under his employment. These workmen are mentioned in serial Nos. 12, 13, 14, 18, 24, 25, 26, 27, 28, 29, 30, 32, 33, 34, 40, 45, 46, 51, 57. Out of the aforesaid workmen at the time of the hearing the Union did not press

the claim of the workmen mentioned in serial Nos. 12, 29, 30, 32, 33, 34, 40, 45 and 57. Therefore, the remaining workmen of this list are workmen mentioned in serial Nos. 13, 14, 18, 24, 25, 26, 27, 28, 51 and 46. Before the Conciliation Officer, the stand of the management was that the aforesaid workmen never worked at the Golden Sinidih Colliery. In the written statement filed by the management the aforesaid workmen viz. workmen mentioned in serial Nos. 13, 14, 18, 24, 25, 26, 27, 28, 46 and 51 are shown as casual workers. Their names are mentioned in the registers filed by the management (Ext. M-9 to M-12) as casual workers. But I have already stated above that the entries in these registers are manipulated to suit the management's case. Before the Conciliation Officer, the management's stand was that the aforesaid 10 workmen were never in their employment. But in the registers the aforesaid workmen are mentioned as casual workers. It further shows how clumsy has been the manipulation in these registers (Ext. M-9 to M-12).

46. Out of the aforesaid ten workmen Maha Manjhi, workman mentioned in serial No. 13 and Karam Chand Manjhi workman mentioned in serial No. 18 have been examined and they have stated that they were declined employment by the management. In respect to WW-2 Maha Manjhi it was suggested that he was deposing falsely at the instance of the Union. In respect to WW-3 Karam Chand Manjhi it was suggested that he was appointed in March 1966 and worked for about 3 months and then never turned up. It is to be noted that no specific case has been made out in respect to the aforesaid ten workmen in the written statement of the Union. Under such circumstances no relief can be granted to them. They are therefore, not entitled to any relief. Therefore, I hold that the 19 workmen mentioned in list No. 2 of the conciliation report viz. 12, 13, 14, 18, 24, 25, 26, 27, 28, 29, 30, 32, 33, 34, 40, 45, 46, 51 and 57 are not entitled to any relief.

47. I now deal with the workmen mentioned in serial Nos. 16, 36, 37, 49, 55 and 60. These six workmen are out of the 12 workmen mentioned in list No. 1 of the conciliation report. According to the case made out by Sri Chandanmul Jain, Managing Contractor, Golden Sinidih Colliery the aforesaid six workmen were already working at the Golden Sinidih Colliery. The case made out by the management before this Tribunal is that out of the aforesaid workmen Sri Babulal Manjhi workmen mentioned in serial No. 60 was appointed only on 16th November, 1966 i.e. much after the alleged date of stopping from duty and the remaining workmen viz. workmen mentioned in serial Nos. 16, 36, 49 and 55 continued in their employment much beyond the alleged date of refusal and that the workman mentioned in serial No. 37 was a casual workman. It is to be noted that no specific case was made out in the written statement of the Union in respect of the aforesaid six workmen. None of the workmen were examined by the Union before me in order to substantiate their case.

48. I therefore, hold that the workmen mentioned in serial Nos. 16, 36, 37, 49, 55 and 60 are not entitled to any relief. To sum up, my finding is that the management was not justified in refusing employment to the 39 workmen detailed below with effect from the 10th November, 1966 and they are entitled to be reinstated with full back wages from the 10th November, 1966 up to the date of their reinstatement along with continuity of service.

Sl. No.	Name	Designation
3	Shri Nathu Mahato . . . . .	Trolley Man
4	„ Somar Mahato . . . . .	Do.
5	„ Prabhu Narayan Tiwary . . . . .	Munshi
6	„ Onkar Yadav . . . . .	Guard.
7	„ Nakul Mahato . . . . .	Trolley Man.
8	„ Govind Mahato . . . . .	Do.
9	„ Nandu Mahato . . . . .	Do.
10	„ Suresh Pandey . . . . .	Do.
11	„ Guhi Manjhi . . . . .	Pick Miner.
15	„ Kalicharan Manjhi . . . . .	Do.
17	„ Sahdeo Manjhi . . . . .	Do.
19	„ Hublal Manjhi . . . . .	Do.
20	„ Rasik Manjhi . . . . .	Do.
21	„ Sarkar Manjhi . . . . .	Do.
22	„ Ludhu Manjhi . . . . .	Do.

Sl. No.	Name	Designation
23	Sri Jogeshwar Bhuiyan	Soft Coke Maker.
31	" Hari Kumhar	Trolley Man.
35	" Haradhan Manjhi	Pick Miner.
38	" Sambhu Manjhi	Do.
39	" Hari Manjhi	Do.
41	" Sukar Mahato	Trolley Man.
42	" Chhotan Manjhi	Pick Miner.
43	" Baburam Manjhi No. I	Do.
44	" Ramdhan Manjhi No. I	Do.
47	" Sarvan Manjhi	Do.
48	" Baburam Manjhi No. II	Do.
50	" Jugal Manjhi	Do.
52	" Churka Manjhi	Do.
53	" Ramdhan Manjhi No. II	Do.
54	" Bodhan Manjhi	Do.
56	" Ritbaran Manjhi	Do.
58	" Pran Manjhi	Do.
59	" Mangoo Manjhi	Do.
61	" Ranghu Manjhi	Do.
62	" Manjloo Manjhi	Do.
63	" Kinoo Manjhi	Do.
64	" Khara Manjhi	Do.
65	" Bhukal Mahato	Trolley Man.
66	" Jyoti Rawani	Fitter Mistry.

The remaining 27 workmen mentioned in serial Nos. 1, 2, 12, 13, 14, 16, 18, 24, 25, 26, 27, 28, 29, 30, 32, 33, 34, 36, 37, 40, 45, 46, 49, 51, 55, 57, 60 and Sri Ramjan Mian, workmen mentioned in item No. 2(a) of the Schedule of reference are not entitled to any relief.

49. This is my award. It may be submitted to the Central Government under section 15 of the Industrial Disputes Act, 1947.

(Sd.) SACHIDANAND SINHA,  
Presiding Officer.  
[No. 2/1/67-LRII.]

*New Delhi, the 19th September 1969*

**S.O. 3872.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Nagpur, in the industrial dispute between the employers in relation to the management of Ballarpur Colliery, Post Office Ballarpur, District Chandrapur and their workmen, which was received by the Central Government on the 8th September, 1969.

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT NAGPUR  
Reference (CGT) No. 1 of 1969.

**PRESENT:**

Shri G. V. Deo, B.A., LL.B., Presiding Officer.

**PARTIES:**

The Management of Ballarpur Collieries Company, Post Office, Ballarpur, Distt. Chandrapur.—Employer, First Party.

*Vrs.*

Their workmen.—Employee, Second Party.

**APPEARANCES:**

For employer, First Party.—Shri M. K. Kumar, Officer in Personnel Department.

For workmen, Second Party.—Shri Bhavsingh Motilal in person.

State: Maharashtra.

Industry: Colliery.

Nagpur, dated the 25th August, 1969.

## AWARD

This is a reference under Section 10(1)(d) of the Industrial Disputes Act, 1947 for adjudication of a dispute between the Management of Ballarpur Collieries Company, Ballarpur and their workmen regarding the termination of the services of the employee Shri Bhavsingh Motilal from the 6th November, 1967.

2. The second Party, i.e., Bhavsingh was a collee working under the First Party. It appears that Bhavsingh was occupying one of the out houses of the Company and was asked to vacate the same. On 6th November, 1967, he was vacating these out houses and was carrying some material of the hut with him. Shri Pancham Beni, who was then the Register Clerk of the Company, is alleged to have taken the thumb impression of Bhavsingh on a piece of paper on the ground that it was meant to be an application for permission to take away the said material. According to Bhavsingh his thumb impression was obtained on a blank paper and to his surprise it was ultimately used as his resignation letter. He, therefore, complained that he has been illegally not allowed to resume his duties on the ground that he has resigned which in fact he did not.

3. The contentions raised by the Company was that there was no industrial dispute at all. The employee Bhavsingh had voluntarily tendered his resignation and the Company had bonafide accepted it. The employee had been caught red-handed while committing theft of the property of the company and the company wanted to start criminal proceedings against him. The employee thereupon approached the management for permission to resign and further requested for the dropping of the criminal proceedings. The employee thus resigned voluntarily and never complained against the management regarding his resignation. The case of the employee at best was that it was the register clerk who had fraudulently obtained his resignation. It has not been alleged that it was the Company who had practised fraud in obtaining his resignation. The dispute was thus between the employee and the Register clerk Shri Pancham Beni. The instant reference, however, is alleged to be regarding a dispute between the employer and the employee which is not correct. The Central Government, therefore, had no jurisdiction to make this reference. It was further contended that the question involved in this reference was regarding an individual dispute and not an industrial dispute. The dispute was not covered by Section 2-A of the Industrial Disputes Act, 1947. The reference, therefore, was illegal and without jurisdiction.

4. As a result of the aforesaid contentions raised by the parties the following preliminary issues arose for consideration.

Issues	Findings
1. Whether the dispute is not covered by section 2-A of the Industrial Dispute Act	Yes
2. Has this Tribunal no jurisdiction to entertain the reference?	Yes

**Reasons for the finding.**

5. **Issue Nos. 1 and 2.**—As these issues are inter-connected it would be convenient to consider them together. It was argued on behalf of the company that it had never dismissed/retrenched or terminated the services of the employee and that the dispute if any, was between the employee Bhavsingh and the Register-clerk, Pancham Beni who is alleged to have obtained his resignation. There is considerable force in this contention. No Union or any of the other employees have taken up the cause of the employee. There cannot be any doubt that it is the individual workman who had raised the dispute. Such a dispute could only be raised if it is covered by Section 2-A of the Industrial Disputes Act, 1947. As per provision of Section 2-A, an individual workman can raise an individual dispute if it pertains to the discharge/dismissal/retrenchment or termination of his services. In the instant case it is not the case of the employee that his services had been terminated. In his various applications and even in the proceedings before the Assistant Labour Commissioner he has stated that the Register-clerk Pancham Beni had fraudulently obtained his thumb impression on a blank paper which was turned into a letter of resignation. He never contended that it was the company that was responsible for the fraud. The company treated his resignation as voluntary and accepted it with the result that the employee has ceased to be in the employment. It is no doubt true that the incident has resulted in cessation of the employment of the employee but this is not the same thing to say that the company has dismissed/discharged or in any way terminated the services of the employee. The dispute, therefore, is not covered by Section 2-A of the Act.



6. As the employee's services were not in any way terminated the dispute as stated above could not fall under Section 2-A of the Act. The employee therefore, had no right to raise an individual dispute regarding his alleged termination of service. The case of the employee has not been taken up by any of the Unions pertaining to the industry and there is, therefore, no industrial dispute within the meaning of Section 2 (k) of the Industrial Disputes Act, 1947. As there was no industrial dispute it follows that the reference is not competent and this Tribunal cannot entertain it.

7. In the instant case the order dated the 25th April, 1969, passed by the Central Government shows that it had presumed the existence of a dispute between the Management of the Company and its workmen, in respect of the Schedule which was to the following effect:

"Whether the management of Ballarpur Collieries Company Ballarpur, was justified in dispensing with the services of Shri Bhavsingh Motilal with effect from the 6th November, 1967? If not, to what relief is the workman entitled?"

The order presumes the existence of a dispute between the Management and its employee Bhavsingh Motilal. The facts, however, negative such a presumption and show that it has never been the case of the employee that the resignation was fraudulently obtained from him by the management. Then again the Central Government was in error in presuming that the services of the employee had been terminated. It was nobody's case that the employee was dismissed/discharged or terminated from service. The reference made by the Government therefore, does not appear to be competent. At any rate, it is clear that this is an individual dispute and since it is not covered by Section 2-A of the Act, the reference is not tenable.

8. As a result of the aforesaid findings this Tribunal has no jurisdiction to try the reference and even if it has it is not tenable because the dispute is not covered by Section 2-A of the Industrial Disputes, Act, 1947.

(Sd.) G. V. Deo,  
Presiding Officer.

Nagpur;  
25th August, 1969.

[No. 3/3/69-LRII.]

**S.O. 3873.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, (No. 2), Dhanbad, in the industrial dispute between the employers in relation to the Madhuband Colliery of Messrs. Oriental Coal Company Limited, Post Office Nudkhurkee, District Dhanbad, and their workmen which was received by the Central Government on the 8th September, 1969.

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD**

**PRESENT:**

Shri Nandagiri Venkata Rao, Presiding Officer.

REFERENCE No. 9 of 1968

In the matter of an industrial dispute under Section 10(1)(d) of the Industrial Disputes Act, 1947.

**PARTIES:**

Employers in relation to the Madhuband Colliery of Messrs. Oriental Coal Company Limited, Post Office Nudkhurkee, District Dhanbad and their Managing Agents, Messrs. Karanchand Thapar and Brothers (Private) Limited, Central Office Bhowra, District Dhanbad

**AND**

Their workmen.

**APPEARANCES:**

On behalf of the employers—Shri K. C. Nandkeolyar, Dy. Chief Personnel Officer.

*On behalf of the workmen—Shri Idris Mian, the affected workman.*

STATE: Bihar

INDUSTRY: Coal

Dhanbad, 2nd September, 1969.

### AWARD

The Central Government, being of opinion that an industrial dispute exists between the employers in relation to the management of Madhuband colliery of Messrs Oriental Coal Company Limited, Post Office, Nudkharkee, District Dhanbad and their Managing Agents, Messrs. Karamchand Thapar and Brothers (Private) Limited, Central Office, Bhowra, District Dhanbad and their workmen, by its order No. 2/71/68-LRII dated 2nd August, 1968 referred to this Tribunal under Section 10(1) (d) of the Industrial Disputes Act, 1947 for adjudication the dispute in respect of the matters specified in the schedule annexed thereto. The schedule is extracted below:

### SCHEDULE

"Whether the action of the management of Madhuband Colliery of Messrs. Oriental Coal Company Limited, Post Office, Nudkharkee, District Dhanbad and their Managing Agents, Messrs. Karamchand Thapar and Brothers (Private) Limited, Central Office, Bhowra, District Dhanbad in refusing employment to Shri Idris Mian, Timber Mazdoor with effect from the 30th June, 1967 was justified? If not, to what relief is the workman entitled?"

2. Workmen as well as the employers filed their statement of demands.

3. On 18th June 1969 the affected workman and employers filed a compromise memo with a request to pass an award in terms thereof. The compromise memo was duly verified. The dispute involved in the reference was as regards refusal of employment by the employers to the affected workman. According to the terms of the compromise the employers agreed to reinstate the affected workman and the employers and the affected workman have settled the claim of the affected workman of his wages for the idle period. I consider the compromise fair and beneficial to the affected workman. The compromise memo is therefore accepted and the award is made in terms of the compromise. The compromise memo is annexed herewith and is made part of the award. The award is submitted under Section 15 of the Industrial Disputes Act, 1947.

(Sd.) N. VENKATA RAO,

Presiding Officer,

Central Govt. Industrial Tribunal,

(No. 2) Dhanbad.

BEFORE THE HON'BLE PRESIDING OFFICER CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

REFERENCE No. 9 OF 1968

PARTIES.

Employers in relation to Madhuband Colliery

And

Their Workmen

*Joint petition of compromise*

The parties above named respectfully beg to submit as under:

1. That the above matter is pending before this Hon'ble Tribunal for disposal.

2. That the parties in the meantime have mutually discussed the issue and arrived at a settlement in terms hereunder:—

(a) that the employers agree to reinstate the affected workman Shri Idris Mian, Timber Mazdoor in his job with continuity of past services with effect from 21st June 1967.

- (b) that the employers will pay a lump sum amount of Rs. 600 (Rupees six hundred only) for his claim of wages for the idle period.
- (c) that the period of idleness from 21st June 1967 to 5th October 1967 will be treated as leave without pay.
- (d) that the payment will be made on 23rd June 1969 at the colliery office.
- (e) that the parties will bear their respective cost.

3. In the circumstances the parties hereinconcerned respectfully beg to pray that the Hon'ble Tribunal may graciously be pleased to accept the compromise and pass an award in terms thereof.

And for this the parties as in duty bound shall ever pray.

Dated Dhanbad the 18th June, 1969.

(Ed.) (Illegible)

For the workmen

(Sd.) (Illegible)

For the employers.

[No. 2/71/68-LRII.]

New Delhi, the 20th September 1969

S.O. 3874.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jabalpur in the industrial dispute between the employers in relation to the North Chirimri Colliery, Post Office Gelahapani, District Surguja, District Surguja (M.P.), and their workmen, which was received by the Central Government on the 11th September, 1969.

AWARD PASSED ON 3RD SEPTEMBER, 1969 BY SHRI J. C. MEHTA B.A.L.L.B., PRESIDING OFFICER, LABOUR COURT No. 2, JABALPUR (ARBITRATOR)

In the matter of

Employers in relation to North Chirimri Colliery of M/s. United Collieries Ltd.

V/s

Their Workmen represented by M.P. Colliery Workers' Federation, Chirimri.

Shri P. S. Nair—for the Employer present.

Dated, the 3rd September 1969

AWARD

A dispute arose between the Employer above named and the M.P. Colliery Workers' Federation regarding the dismissal of five workmen namely (1) Shri Majeed s/o Jahoor, (2) Shri Hamid s/o Budhoo, (3) Shri Shivmohan s/o Sarjoo, (4) Shri Valli Mohammad s/o Ali Mohd. and (5) Shri Jan Sai s/o Bhai Ram on 4th June 1969. Both the parties to the dispute agreed u/s 10 A of the Industrial Disputes Act, 1947 to refer the dispute for arbitration to the undersigned (J. C. Mehta), and they signed the arbitration agreement on the very day.

(2) The specific matter in dispute and referred for arbitration is:—

"Whether the management of North Chirimri Colliery is justified in dismissing the following five workmen w.e.f. 8th February 1969, if not to what relief the workmen concerned are entitled to?"

- (1) Shri Majeed s/o Jahoor, Co Loader
- (2) Shri Hamid s/o Budhoo, Co Loader
- (3) Shri Shiv Mohan s/o Sarjoo, Co Loader
- (4) Shri Valli Mohd. s/o Ali Mohd., Co Loader
- (5) Shri Jan Sai s/o Bhai Ram, Co Loader.

(3) The agreement has been received by the Central Government on 23rd June, 1969 and it has been published in the Gazette of India.

(4) Both the parties to the dispute were informed to file their Statements of Claim and reply to each other's claim. The employer filed their statement, the other party to the dispute i.e. M.P. Colliery Workers' Federation, did not file the Statement of Claims or the reply to the Statement filed by Employer. The Federation was served with notices by Registered A.D. Post. The intimation of first

date i.e. 20th August 1969 was received in the office of the Federation on 18th August 1969. Subsequently another intimation for filing the Statement of Claim and/or reply to the Statement of Claim of the employer on 1st September 1969 was received in the office of the Federation on 29th August 1969. On 1st September 1969 one of the Office Bearers of the Federation Shri G. C. Sharma appeared but did not file any reply or Statement of Claims. The case was already fixed for evidence on 2nd September, 1969. On 2nd September, 1969, Shri Gulab Gupta The General Secretary of the M.P. Colliery Workers' Federation appeared and requested for time to enable him to file the reply & Statement of Claims etc. and also to lead evidence by examining at least 10 witnesses. As per agreement the matter in dispute is to be decided within 3 months from 4th June 1969. Therefore, both the parties were asked to enhance the time limit of award. But the employer's representative did not agree on the plea that the Federation had sufficient opportunity to represent their case. As a matter of fact the Federation could have filed their reply or Statement of Claims and could have lead evidence in time, had they been prompt enough. They had the complete knowledge of the dates fixed for the proceedings in the matter. Hence no other course was left except recording evidence on 2nd September 1969. On 2nd September 1969 the General Secretary of the Federation, Shri Gupta left the proceedings before evidence started. Hence evidence has been recorded in the absence of the representative of the Federation.

(5) The employer examined Shri S. S. Mishra, the enquiry officer and Shri J. Kumar, the Manager of the North Chirimri Colliery. The employer proved the enquiry papers Exhibit E-1 to E-56. From the evidence it is apparent that a fair and impartial opportunity was being granted to the Workmen for defending themselves, but the workmen did not attend the enquiry and therefore, the employer had to take action after conducting enquiry in their absence. In the case of Shri Shiv Mohan, Vall Mohammad and Jan Sai, the charge-sheets issued are Exhibits E-29, E-30 and E-31. First the workmen refused to accept the charge-sheet (Exhibits E-12, E-13, E-14, E-15). Then the Enquiry Officer was appointed and enquiry was fixed on 7th January 1969 by the Manager, *vide* Exhibit E-3, E-4 & E-5. The workmen were given the copy of the charge-sheet also alongwith the letters. The workmen received the above letters *vide* E-32. All the three workmen filed their individual replies Ex. E-33, E-34 & E-35. They put up a request for allowing Shri Indrabhanu Pandey, Vice President of the Federation to represent their case. This was gladly accepted by the management and intimated the workmen *vide* letters, Ex. E-36, E-37 and E-38 which were received by the workmen as per Ex. E-32. On 7th January 1969 the enquiry was held. Exhibit E-6 is the document showing what happened on that date. On 7th January 1969 all the three workmen requested for time to enable them to bring Shri Pandey who could not be present on 7th January 1969. This request was accepted by Enquiry Officer *vide* Ex. E-7. The workmen have endorsed the receipt of this letter E-7 on the letter itself. The enquiry was postponed to 8th January 1969. On 8th January 1969 the workmen or their representatives did not attend the enquiry. The enquiry officer called for them through peon but even then Shri Jan Sai did not come. Other two workmen came to the enquiry officer and attended enquiry for some time then they left. Thereafter the enquiry officer has recorded the Statements of Shri R. K. Mahajan, Anwarkhan, R. P. Ghosh, Rajballam Singh and Shri Fojdar. The statements are Ex. E-9/1 to E-9/22. The witnesses filed exhibits E-10/1 to E-20/5 during enquiry. The enquiry was closed and findings were recorded. The finding is Ex. E-16. The papers of enquiry alongwith the finding were submitted to the Manager. The Manager who is examined here has admitted that all the papers were put up before him. He studied them and agreed to the conclusions arrived at by the Enquiry Officer. The manager requested the Agent for permission to dismiss the workmen (Ex. E-40). The permission, E-41 was granted and subsequently the workmen have been dismissed *vide* Ex. E-42, E-43 and E-44. I have perused the evidence recorded during enquiry. The conclusion arrived at by the Enquiry Officer is based on the material put up before him by the management. The conclusion cannot be said to be perverse. The Workmen have been given as much time as they wanted to arrange for their defence. From the replies to the charge-sheets it does not come out that they might have some prejudice against the enquiry officer. They did not participate in the enquiry at their own costs. The dismissal of the workmen Shri Shiv Mohan, Vall Mohammad and Jan Sai are, therefore, justified.

(6) The other two workmen Shri Hamid and Majid were also issued the charge-sheets Ex. E-45 and E-46. The workmen refused to accept the chargesheets (Ex. E-11, E-23 and E-24). The management then appointed the enquiry officer and

filed the enquiry on 14th January, 1969 *vide* Ex. E-1 and E-2. The copies of the charge-sheets were also sent to the workmen alongwith intimation of the enquiry i.e. Ex. E-1 and E-2. The workmen received the intimation of the date of enquiry and the copy of the charge-sheet (Ex. E-1 and E-2) and filed their individual replies Ex. E-48 and E-49, in which they have acknowledged the original charge-sheets also. The workmen replied and requested for allowing Shri Indrabhan Pandey to represent their case. The management intimated the acceptance of this request *vide* Ex-50 and E-51. E-50 and E-51 were received by the workmen *vide* receipt Ex. E-52. On the date of enquiry, i.e. on 14th January, 1969 the workmen did not attend the enquiry. Two persons were sent for calling them by the enquiry officer but the workmen did not attend the enquiry, so is apparent from the enquiry proceedings, Ex. E-18 and E-19. The enquiry officer thereafter recorded the statements of the witnesses of the management, namely Shri J. P. Gupta, Sudhir Kumar Bhattacharya, K. N. Sahl, Fages and Shri Balbhadra. The enquiry officer received two documents Ex. E-21 and E-22 during the enquiry. He has written his conclusion, Ex. E-25. Thereafter all the enquiry papers along-with the conclusion were submitted to the manager. The Manager Shri J. Kumar is examined here. He has admitted that all the papers were submitted before him. He studied them and agreed with the conclusion arrived at by the Enquiry Officer. Thereafter he requested the Agent for permission to dismiss the workmen *vide* Ex. E-53. The permission Ex. E-54 was granted, and lastly the workmen have been dismissed *vide* order Ex. E-55 and E-56. I have perused the evidence recorded during the enquiry. The conclusions drawn by the Enquiry Officer cannot be said to be perverse. The workmen had ample opportunity to defend themselves at the domestic enquiry but they did not avail of themselves of the opportunity. From the reply to the charge-sheet it is apparent they had no prejudice against the enquiry officer. In both the domestic enquiries, discussed above nothing has come out which might be the justification for not participating in the enquiry by all the five workmen. I do not find any *malafide* or any prejudice on the side of the employer. The dismissal of sarvashri Shivachar, Vall Mohamamad, Jan Sai. Majid and Hamid are justified. There is nothing illegal about it.

(7) The question about justification of the employer in dismissing the five workmen, referred to me for arbitration, is, for the reasons mentioned above, decided in favour of the employer.

(Sd.) J. C. MEHTA,  
Arbitrator and Presiding Officer,  
Labour Court No. 2 Jabalpur.  
[No. 1/2/69-LRII.]

**S.O. 3875.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following report of the Central Government Court of Enquiry (Coal Mining Industry), Calcutta, in the industrial dispute between the employers in relation to the Coal Mining Industry and their workmen.

# CENTRAL GOVERNMENT COURT OF INQUIRY (COAL MINING INDUSTRY)

## **PARTIES:**

Employers in relation to the Coal Mining Industry.

AND

Their workmen

## **PRESENT:**

Shri B. N. Banerjee—Sole Member.

## **APPEARANCES:**

*On behalf of Employers.*

Shri S. S. Mukherjee, Advocate, with Shri D. Basu Thakur, Legal Adviser of Bengal Chamber of Commerce and Industry (for Indian Mining Association).

2. Shri S. S. Mukherjee, Advocate, for

(i) Indian Mining Federation.

(ii) M.P. and Vidarbha Mining Association.

- (iii) Indian Colliery Owners' Association.
- (iv) National Coal Development Corporation Limited, and
- (v) Joint Working Committee.

*On behalf of Workmen.*

- 1. Shri Kanti Mehta,  
Shri Gulab Gupta, and  
Shri S. Das Gupta

*for (i) Indian National Trade Union Congress, and*

*(ii) Indian National Mine Workers Federation.*

- 2. Shri K. S. Roy and  
Shri Lalit Burman

*for Indian Mine Workers Federation.*

- 3. Shri H. N. Singh

*for Hind Mazdoor Sabha.*

### REPORT

This is the second time that industrial disputes over the system of employment of labour through or by contractors and sub-contractors in the coal mining industry have been referred to a Court of Inquiry. The first reference of the disputes was made, by an order dated October 31, 1960, to a Court of Inquiry presided over by Mr. G. Palit as the Sole Member. A vacancy having occurred in the office, the Government of India made another order, dated May 27, 1961, appointing Mr. L. P. Dave as the Sole Member of the Court of Inquiry.

The terms of reference to the Court of Inquiry, at that stage, were:

"1. Whether the system of employment of labour through or by contractors and sub-contractors in the coal mining industry in the country can be abolished without impairing productivity, and, if so, in which case of employment and within what period.

2. To the extent that contract system cannot be abolished in the industry, what measures, statutory or otherwise, should be devised to ensure fair wages and conditions of employment to labour employed through or by contractors and sub-contractors."

The enquiry which might have been long and protracted happily ended in an agreement (hereinafter referred to as the bipartite agreement) between the employers in relation to the coal industry and their workmen, on the following terms:

"1. \*\* it is hereby agreed that the system of contractor labour shall be abolished in the Coal Industry, subject to exemptions detailed hereunder.

2. It is further agreed that all processes directly connected with the raising and despatch of coal and manufacture and despatch of coke shall be the direct responsibility of the principal employer and all workers engaged therein shall be the employees of the principal employer except in the following categories:

- (i) Sinking of pit and driving of Inclines.
- (ii) Sand loading,
- (iii) Dyke cutting and driving of stone drifts and miscellaneous stone work underground,
- (iv) Coal loading and unloading, provided that the Principal Employer shall engage a nucleus of wagon and truck loaders to whom regular work can be guaranteed; the number of such nucleus to be reviewed quarterly,
- (v) Miscellaneous civil engineering works of an irregular and intermittent nature,
- (vi) Overburden removal and earth cutting.
- (vii) Soft Coke manufacturing.

Provided further that where work in any one or more of the aforesaid categories of work is being carried departmentally in any colliery by the principal employer, the same shall continue to be done departmentally as before.

3. That all work, except in the aforesaid categories of work, shall be taken over and carried on departmentally by the principal employer as early as possible but not later than 30th September, 1962, and that all workers employed by or through contractors should be employed by the principal employer if the particular work is to be continued. The terms and conditions of service of such workers shall be settled mutually by the Union and the Employer at the Colliery level.

4. That in such cases, the principal employer should either make payment of the wages direct, or remain responsible for seeing that wages are paid and that such payments shall be made from the principal employer's office and the Principal Employer shall also ensure the observance of fair labour standards and fair labour practices as in para six below.

5. That for the purposes of this Agreement, any person entrusted with the producing as well as selling of coal in a mine shall be deemed to be the principal employer.

6. That in the processes not directly concerned with the raising and despatch of coal and the manufacture and despatch of coke the principal employer shall ensure the observance of fair labour standards and fair labour practices, with particular reference to the payment of correct rates of wages and amenities to which workers engaged in such processes are entitled either under an award, enactment or agreement.

7. That the operation of this agreement shall be reviewed annually and the first review shall take place between 1st and 15th November, 1962."

Thereupon, Mr. L. P. Dave made the following report on November 21, 1961:

"To sum up, I adopt the agreement entered into by the parties as the basis of my report and would hold that the said agreement should be accepted at present, and that in all processes directly connected with the raising and despatch of coal and manufacture and despatch of coke, contract labour should be abolished as early as possible, and in any case not later than 30th September, 1962, except in the seven categories specified in para 2 of the agreement, and that the other provisions in the agreement should also be accepted. I, however, accept the agreement, subject to the following modifications:—

- (i) At the time of reviewing the question every year, special attention should be given to categories 1, 2, 4, 6 and 7 and wherever possible steps should be taken to gradually abolish contract labour in these categories also.
- (ii) Suitable amendments should be made in the Industrial Disputes Act and Payment of Wages Act as recommended above.
- (iii) No one should be allowed to work as a Contractor unless he holds a valid licence and rules for issuing licences should be framed so as to include suggestions made above."

-The amendments recommended by Mr. Dave in the Industrial Disputes Act and in the Payment of Wages Act appear in paragraphs 33 to 36 of his report, which I set out below:

"33. I would also suggest amendment of the definition of 'employer' as given in the Industrial Disputes Act, 1947. The principal employer is, under the present definition, not an employer, in cases of workmen employed by a contractor. The definition should be so amended that the principal employer would come under the definition, even in respect of workmen employed by a contractor. In this connection, clause (e) of Section 3(14) of the Bombay Industrial Relations Act would serve as a useful guide

34 I may here also mention that the definitions given in the Workmen's Compensation Act, 1923 and Mines Act, 1942 are wide enough to cover the responsibilities of the employer in cases of labour employed by or through contractors. Section 12 of the Workmen's Compensation Act makes the principal employer liable to pay compensation even in the case of a workman employed by a contractor. The definition of owner given in Section 2(1) of the Mines Act mentions that "any contractor for the working of a mine or any part thereof shall be subject to the Mines Act in like manner as if he were an owner but not so as to exempt the owner from any liability."

35. I would, therefore, suggest that suitable amendments be made both in the Payment of Wages Act and in the Industrial Disputes Act. I may add that all the representatives of the employers and all representatives of workmen who appeared before me agreed to this.
36. I would make one more recommendation and it is about licensing of contractors. The Bihar Labour Enquiry Committee had recommended that contractors should be licensed by the State and should be required to maintain a register of all payments etc. In my opinion, this recommendation deserves to be carried out in cases where a contractor employ one hundred workers or more. I would suggest that giving of licences to contractors should be on a liberal scale, so that there may not be the evils of monopoly. A security deposit should be taken from the contractor, so that it would safeguard the interests of both the principal employer as well as the labour. There should be a condition in the licence that if a contractor was found guilty of unfair labour practices of non-payment of fair and proper wages to his labourers, his licence would be cancelled without his having a right to claim compensation and his security deposit may be forfeited in such cases. It may even be made a penal offence if a contractor is found guilty of unfair labour practices on more occasions than four or five."

One might have reasonably expected that having readily agreed to abolish employment of contract labour, the evil would be speedily discontinued. But expectations were belied. The evil lingers, although, may be, reduced in volume.

2. In the Annual Reports published by the Government of India (Ministry of Labour, Employment and Rehabilitation, Department of Labour and Employment) on Labour relations, Wages, Social security, Working conditions and allied matters, for the years 1965-66 to 1968-69, the following reviews appeared on the working of the bipartite agreement:

- (a) **1965-66 Report.**—The progress of implementation of the bipartite agreement was discussed in the Industrial Committee on Coal Mining at its 9th Session held at Calcutta on August 10-11, 1964. The Committee recommended that the bipartite agreement should be fully and properly implemented. It was also agreed that bipartite consultations would be held to resolve the differences regarding the interpretations of the agreement in respect of managing and raising-cum-selling contractors, and un-resolved points, if any, would be referred to the Court of Enquiry.
- (b) **1966-67 Report.**—Attention had been invited in the previous years Report to the progress of implementation of the 1961 agreement concerning the abolition of contract labour in coal mines except in certain specified categories. At the end of 1966 the system was still prevailing in 20 collieries in Bihar. Steps were being taken to see that the 1961 bipartite agreement was fully implemented, for which purpose a Bi-partite Committee is already functioning. A Bill for the Regulation and Abolition of Contract Labour in industries generally, was introduced in Parliament.
- (c) **1967-68 Report.**—At the end of 1967 it was reported that 33 collieries in the Bihar region were having the contract system. Through the efforts of the Central Industrial Relations Machinery, the contract labour system has since been abolished in 13 collieries.
- (d) **1968-69 Report.**—Out of 227 collieries in which contract labour system was in vogue, 120 collieries had abolished the system by September 30, 1962 the date fixed in the Agreement before the Court of Inquiry. Since then 102 more collieries have abolished the system. This left 5 collieries, all in the State of Bihar, in which the system was not abolished. Contract Labour System was introduced afresh in 28 other collieries out of which it was later abolished in 13 collieries. In the remaining 15 collieries, the system was reported to be continuing. Thus, the contract labour system was reported to be still continuing in 20 collieries in all."

The reviews show that the old evil of employment of contract labour is persisting even in the old form. The present dispute further indicates that the old evil reoriented as 'Managing' and Raising-cum-Selling contract' may have invaded the field and the abolition of such contracts also requires consideration.



3. In these circumstances, the Central Government referred the following industrial dispute between the employers in relation to the Coal Mining industry and their workmen to this Court of Inquiry in exercise of the powers conferred by Section 6 of the Industrial Disputes Act, 1947, namely:—

"1 To review the implementation of the recommendations of the first Court of Inquiry set up in 1960 under notification of the Government of India in the late Ministry of Labour and Employment No. S.O. 2684, dated the 31st October, 1960, published in the Gazette of India Part II, Section 3, sub-section (ii) dated the 5th November, 1960, and in particular to consider—

(a) Whether managing and raising-cum-selling contracts should be abolished or not, and

(ii) What steps should be taken for the progressive abolition of the contract system in the 7 categories which were exempted in the bipartite settlement dated the 30th October, 1961."

4. It is not necessary for me to refer in detail to the recommendation made by previous Commissions and Committees on the undesirability of retention of the contract labour system. The system carried with it unfair dealings with labour and underpayment to them. The system has been universally condemned, as sufficiently summarised in paragraphs 6 to 14 of the report submitted by the Dave Court of Inquiry, which may be read in this context. It is too late now to advocate the revival of the contract system of employment of labour excepting possibly in some exempted categories, which I shall hereinafter examine. It is enough for me to remind myself of the words of the bipartite agreement between the coal industry and the workmen before the Dave Court of Inquiry, namely, "It is hereby agreed that the system of contract labour shall be abolished in the coal industry subject to exceptions stated hereinbelow". If there is the agreement that the contract labour shall be abolished, it must not be allowed to reappear either in its nascent or in its re-oriented or re-edited form.

5. This time, the contending parties did not show the least inclination to settle the dispute as they did last time. The employers particularly tried to fight the disputed issues to the finish.

6. Notices of this enquiry were sent to the following:

1. The Secretary, Indian Mining Association.
2. The Secretary, Indian Mining Federation.
3. The Secretary, Madhya Pradesh and Vidarbha Mining Association.
4. The Secretary, Indian Colliery Owners' Association.
5. The Secretary Indian National Trade Union Congress.
6. The Secretary, Hind Mazdoor Sabha.
7. The General Secretary, All India Trade Union Congress.
8. The General Secretary, United Trade Union Congress.
9. The General Secretary, Indian National Mine Workers' Federation.
10. The General Secretary, Indian Mine Workers' Federation.
11. The Secretary, Joint Working Committee.
12. The Managing Director, National Coal Development Corporation Ltd.

inviting them to submit their statements in writing. Pursuant to the notices, statements were filed:

I. On behalf of the management by

- (a) Indian Mining Association
- (b) Indian Mining Federation.
- (c) Indian Colliery Owners' Association.
- (d) Madhya Pradesh and Vidarbha Mining Association.
- (e) National Coal Development Corporation.

(The Joint Working Committee adopted the written statement filed by Indian Mining Association, Indian Mining Federation, Indian Colliery Owners' Association and Madhya Pradesh and Vidarbha Mining Association).

## II. On behalf of Workmen by

- (a) Indian National Mine Workers' Federation.
- (b) Indian Mine Workers Federation.
- (c) Koyla Mazdoor Panchayat (an organisation which was not a party named in the Reference but whose written statement was later on adopted by the Hind Mazdoor Sabha)."

Although the written statements on behalf of the employers are several in number, they are in substance not very different.

7. The Indian Mining Association, in paragraph 8 of their written statement, stated.

"\*\*\*the Association submits that the demand now raised for the abolition of raising-cum-selling and/or Managing Contracts was raised by the Indian National Mine Workers Federation on the alleged contention that former raising contracts, which were to have been abolished in terms of the said bipartite agreement, have been continued, "under the garb of raising-cum-selling contracts". The said allegation was made at the Ninth Session of the Industrial Committee on Coal Mining held in August, 1964, at which it was agreed that a bipartite Committee would look into specific complaints. The Association submits that the Joint Working Committee of the Indian Mining Association, the Indian Mining Federation, the Indian Colliery Owners Association and the Madhya Pradesh and Vidarbha Mining Association invited the unions to submit specific cases of alleged extension of the raising contracts system, "in the garb of raising-cum-selling and/or Managing Contracts" for investigation by the said bipartite Committee by visits to the collieries concerned. The Association craves leave to refer to the record notes of inspections undertaken by the said bipartite Committee which are countersigned by representatives of the Unions and which established that the complaints of extension of raising contracts, "in the garb of raising-cum-selling and/or Managing Contracts" were without foundation. The Association further submits that there is no justification for abolition of raising-cum-selling and/or Managing Contracts on the following, amongst other, grounds:

- (a) That for the purpose of payment of wages and observance of fair labour standards the Managing Contractor is the principal employer and is accountable to the authorities therefor;
- (b) That Managing Contractors are accountable, under the Mines Act, Rules & Regulations framed thereunder, to the Director General of Mines Safety and are recognised as such;
- (c) That there have been no complaints whatsoever from any quarter barring the imaginary complaints of certain interested unions of non-payment of dues by such Managing Contractors to their workmen;
- (d) That the alleged extension of this system is entirely imaginary in that in terms of Rules 37 and 46 of the Mineral Concession Rules, 1960 it is not possible to appoint contractors for raising and selling coal without express permission at collieries after the 22nd August, 1961 on which date a notification applying the aforesaid rules to Coal Mines was published by the Central Government.\*\*\*

That since raising-cum-selling contracts are in the position of principal employers their abolition will amount to closure of the undertaking."

It is further stated in paragraph 12 of the said written statement.

"That the question whether Contract labour should be permitted in any given case should depend not on the critical or abstract objections to the system of contract labour, but on the terms and conditions under which the contract labour is employed. It is further submitted that where the work is intermittent and the workmen would have to wait for long periods for their turn of work and if it is not of perennial nature and if it would not be advisable to engage certain member of workmen on a permanent basis, the contract system for such work cannot be assailed."

So far as sinking of pit and driving of incline, sand loading, dyke cutting, coal loading and unloading, miscellaneous civil engineering work, overburden removal and earth cutting work and soft coke manufacturing work are concerned, employment of permanent non-contract labour was opposed, in the written statement, on the grounds that those were either seasonal or intermittent work or work of fluctuating nature and employment of permanent labour for such works was not feasible. In paragraph 19 of the written statement it was stated:

"That it is a universal and recommended practice in mining and other industries throughout the world to arrange for certain specialised works connected therewith to be framed out to persons who have the necessary skills.\*\*\* This is a normal feature in most industries and in the case of coal mining the same position obtains in respect of many operations. Examples are prospecting and drilling, fabrication and erection of plant, machinery etc., and other works relates to coal mining. Any substantial interference with this system would frustrate the normal practice of employing specialised skills on a contract basis in appropriate circumstances and would damage the ability of the Coal Industry to function economically according to modern methods. This would in turn damage the economy of the country by adding unnecessarily to the cost of a basic raw material."

I refrain from referring to the other written statements filed by different management organisations, because they are not substantially different.

8. Of the written statements filed on behalf of the workmen, the written statement filed by the Indian National Mine Workers Federation (I.N.T.U.C.) is the fullest. The first few paragraphs of the written statement relate to the undesirability of the continuance of the contract system and summarise the report of the Dave Court of Inquiry. In paragraph 3(j) of the said written statement it is stated

"That most of the provisions of the bipartite agreement and the recommendations of the Court of Inquiry referred to in paragraphs (G) and (I) above remain still unimplemented; some of them have either been openly violated or by-passed. The instances of non-implementation and/or violation may be summed up as follows:—

- (i) that the contract labour has not yet been abolished in all processes directly connected with the raising and despatch of coal and manufacture and despatch of coke in all collieries.
- (ii) that no annual review of abolition of contract system in exempted categories has taken place inspite of persistant demands from the workmen and their unions.
- (iii) that no step whatsoever has been taken gradually to abolish the contract system; rather the employers have been trying to renew the existing contracts and to extend the contract system in the non-exempted categories also.
- (iv) that the principal employer is neither making payment of wages direct nor is he prepared to shoulder the responsibility for seeing that the wages are paid correctly.
- (v) that no arrangement has been made to pay the contractors' labour from the office of the principal employer nor has he ensured fair labour standards and fair labour practice.
- (vi) that the provisions of the Payment of Wages Act and the Industrial Dispute Act have not been suitably amended.
- (vii) that no system has yet been introduced for issuing licences to the contractors or for taking security deposit to safeguard the interests of the workers.
- (viii) that one of the most flagrant violation of the bipartite agreement on the abolition of contract system and the recommendations of the subsequent report of the Court of Inquiry was the conversion of the much condemned 'Raising contract system' into 'Raising-cum-selling contract system'. In many collieries the principal employers were themselves the purchasers of coal produced by the so-called 'Raising-cum-Selling' contractors.
- (ix) that even in some big collieries of reputed owners a new type of contract has been introduced. In this system, the contractor supplies labour as per requirements of the management for various

types of works of permanent nature such as packing, timbering, store dusting, stowing, line setting or repairing and even loading and tramping both on surface and underground. Such workers work like other time-rated workmen, but they receive their payment from the contractor who is paid by the principal employer either on the basis of a fictitious bill, or on the basis of the number of persons supplied by him."

In paragraph 5, 6, 7 and 8 of the said written statement, it is alleged:

"5. That the bipartite agreement dated 30th October, 1961 did not only allow the managing contract system to continue, but *vide* clause No. 5 of the settlement, treated managing contractors as principal employers.

6. That normally where the principal employers fail to run a particular colliery profitably it is handed over to a managing contractor who runs the colliery as his own, and who pays an agreed amount per ton as royalty. Naturally, to convert an uneconomic mine into an economic one and also for earning profit after payment of royalty in addition to meeting other obligations, managing contractors have no alternative but to resort to unfair means including underpayment or non-payment of wages and other benefits to the workers.

7. That raising-cum-selling contractors (formerly known as raising contractors only), however, have nothing to do with the management of the colliery. They recruit productive labour, who work under the supervisory staff employed by the principal employer. In most cases the contract is for raising coal from the pits and dumping it in the depot. But in some cases the contract includes loading of coal into wagons, sales and despatch being the entire responsibility of the principal employer. The contractor is offered certain rate per ton for raising coal. This rate is so uneconomic that no contractor is expected to make any profit unless they deprive the workmen of their legitimate dues.

8. That the very fact that the raising contract which was to be completely abolished had been converted into raising-cum-selling contract reveals the real intention of the employers to perpetuate this system under the garb of managing contract system, both of which are, however, pernicious and derogatory to the interest of the workmen. To effectively end all controversies, it is necessary that managing contract system also should be abolished forthwith.\* \* \* " This is in short the pleadings on the basis of which I have to proceed.

9. On behalf of the workmen there were 5 witnesses examined, namely, (i) Lalit Burman, General Secretary of the Bihar Koyala Mazdoor Sabha, who has experience of Jharia fields; (ii) Safique Khan, General Secretary of the Coal Workers Union, whose activities are confined mainly to the National Coal Development Corporation, Hazaribagh district; (iii) S. Das Gupta, Secretary of the Colliery Mazdoor Sangh, who has experience of working in Bihar coal fields; (iv) K. B. Chougule, Vice-President, Madhya Pradesh Indian National Trade Union Congress, who is aware of the working conditions of the collieries in Madhya Pradesh and (v) S. K. Sarma, Vice-President of Koyala Mazdoor Panchayat, experienced in the affairs of collieries in Jharia and Katrasgarh area. On behalf of the employers 8 witnesses were examined, namely:

- (i) N. Banerjee, a Mining Engineer of New Govindpur Colliery at Katrasgarh.
- (ii) Sankar Prasad Ghose, Statistician of Indian Mining Association.
- (iii) Sukumar Rakshit, a retired Chief Mining Engineer of Andrew Yule Group of collieries.
- (iv) K. Rai, Chief Mining Engineer of Production in National Coal Development Corporation.
- (v) S. N. Basu, Chief Personnel Officer of Raniganj Coal Association.
- (vi) M. K. Bhattacharjee, Agent of Sandra Bansjora Group of Collieries.
- (vii) Balbir Singh Grewal, Agent of Shaw Wallace Group of Collieries.
- (viii) J. S. Grewal, General Manager of Raniganj Coal Association Limited.

10. The oral evidence has not been much helpful to me. I shall at once give an analysis of the oral evidence hereinbelow. The general impression left on me is that what had been readily conceded before Dave Court of Inquiry is now regretted by the management and they want to salvage what they had agreed to forego before that Court of Inquiry. The witnesses on behalf of the management did not, however, frankly tell me how and in which way the agreement made before the Dave Court of Inquiry hurt them the most.

11. I turn first of all to the oral evidence tendered on behalf of the workmen.

(a) The first witness examined on behalf of the workmen was Lalit Burman, General Secretary of the Bihar Koyaa Mazdoor Sabha, having experience in Jharia coal fields. According to him the Ramganj Coal Association Limited was continuing the old system of employing raising contractors at the following collieries or coal fields or quarries:

- (i) Kustore colliery
  - (ii) BNR No. 7 Pit
  - (iii) Alkusa South 4 Pit
  - (iv) Alkusa South 7 Pit
  - (v) Alkusa South No. 3 Pit
  - (vi) Alkusa South No. 5 Pit
  - (vii) Alkusa South No. 6 Pit
  - (viii) Buragarh No. 8 Pit
  - (ix) B. N. R. No. 5 Pit
  - (x) Gonshadih No. 3/4 Pit
  - (xi) Kustore No. 1 Pit
  - (xii) Alkusa South Quarries,
- all located in Jharia Coal-fields.

Further, according to him, the East Balliarce Kendwadih Colliery Company (Private) Limited also was continuing the raising contract system in 1/12 and 2/12 inclines. Also, according to him, West Gopalichak Colliery lately introduced the raising contract system in its quarries as well as in No. 4 Pit. Raising contracts, according to him, were mostly oral contracts and few of them were reduced in the form of writing. So far as the exempted categories were concerned, this witness frankly conceded that he was not in a position to make any suggestion as to what steps should be taken for their progressive abolition.

(b) The second witness examined on behalf of the workmen was Safique Khan, General Secretary of the Coal Workers Union, whose activities are confined to the mines of National Coal Development Corporation in Hazaribagh district. He mainly dwelt on the wide scale retention of exempted categories of contract labour in the collieries of the National Coal Development Corporation, which according to him, could be done away with. He also conceded that he did not have any formula about the steps that should be taken for the progressive abolition of the exempted categories of contract system.

(c) The third witness examined on behalf of the workmen was S. Das Gupta, Secretary of the Colliery Mazdoor Sangh, Dhanbad, experienced in Bihar coal fields. In answer to a question put by the court he said:

"Excepting the raising-cum-selling contract which is marked X for identification before this tribunal I have not read any other raising-cum-selling contract. I have not read any raising contract, simpliciter. When I say that the old evils under the raising contract have been brought under raising-cum-selling contractor, I say that because of the type of work done by contractors. What I mean to say is this that I find the contractors to do the same type of work now as they used to do in the past. This is the only data on which I made the above observation."

He further said in his evidence that the collieries named in Annexure B to the application for discovery, filed by Indian National Mine Workers Federation, did have raising contractors. The collieries named in the said Annexure B to the application are:

1. Hindustan Coal Co.
2. Laio Colliery
3. Central Sounda Colliery
4. N.C.D.C. Sounda Colliery
5. Central Kurkend Colliery
6. East Balliarce Kendwadih Colliery
7. Gansadih Colliery

8. Sijua Colliery
9. Bhelatand Colliery
10. Malkan-Chaitodih Colliery
11. Bhatdee Colliery
12. Jealgora Govindpur Colliery
13. Industry/West End Colliery
14. Bon-Jamihari Colliery
15. Botihari Colliery
16. Khas Dharanabad Colliery
17. Khas Mehtadih Colliery.

He also complained against retention of the exempted categories of labour by N.C.D.C. collieries and expressed the offhand opinion:

"Most of the contract labourers are not skilled labourers, even if it becomes necessary to recruit skilled labour for the purposes for which contract labour used to be employed, even such labourers are available locally. If there be necessity for employment of casual labourers, such labourers are freely available. In my opinion the seven exempted categories can be once abolished but if they have to be abolished under a phased programme, such programme may be worked out."

He however admitted that he had no mining qualification. He gathered knowledge by association with mining people.

(d) The fourth witness on behalf of the workmen was K. B. Chougule, Vice-President of Madhya Pradesh Indian National Trade Union Congress, experienced in collieries in Madhya Pradesh. According to him:

"In Madhya Pradesh I am not aware of existence of any raising contract at present. In Madhya Pradesh there is no Managing contract and no raising-cum-selling contract."

He also said that in Madhya Pradesh contract system was prevailing in exempted categories. According to him:

"In my opinion, stone cutting, dyke cutting, wagon loading—these works can immediately be commenced departmentally. So also can the work of truck loading be immediately taken over. Excepting civil engineering work all other works can be immediately taken over. Civil Engineering work also may be taken over within a very short time."

This is merely opinion evidence of a person who admittedly has no mining qualification.

(e) The last witness examined on behalf of the workmen was S. K. Sharma, Vice-President of Koyala Mazdoor Panchayat experienced in Jharia-Katras area. In his examination in-chief this witness said:

"There are three kinds of raising-cum-selling so far as I am aware. The first type of raising-cum-selling contract is raising contract simpliciter. The contractor raises coal and makes over the raised coal to the owner—he does not sell. The second type of contract is such as the contractor raises coal and sells coal without approval from the Central Government under the Mineral Concession Rules. The third type of contract is that the contractor raises coal and sells, both with the approval of the Central Government under the Mineral Concessions Rules. The majority of the contractors are of the first type who merely raise coal and hand over the same to the owner without selling the same to consumers. The first type of contract prevails in New Govindpur colliery (Jharia Coal field at Katras), Central Kooridih colliery (Katras-Jharia area), Lakurka colliery (Katras area), North Akas Kinari colliery (Katras area). In the collieries that I have named there are three or four contractors. There are written contracts in some of them and verbal contracts in others."

He also said that a colliery need not employ contract labour at all. His evidence, however, is hearsay evidence because he repeated all that he heard from contractors.

12. The first witness examined on behalf of the employers was Mr. N. Banerjee of New Govindapur Colliery of Katrasgarh. His evidence mainly related to the employment of contract labour in the making of soft coke. He minimised the defects of employment of contract labour in the following way.

"Attendance of workmen is kept both by the management and by the contractor. It is necessary for the mine men to keep record of attendance of contractor's labour in order to check up the contractor's payment to workers and also to check up his bills. The attendance of our permanent workmen and the attendance of contractor's workmen are not kept in the same attendance register. The Mines Inspector also checks the attendance register of contractor's labour. There is no prescribed form of the book in which the attendance of contractor's labour is noted. It is noted in an ordinary book."

He gave several reasons why employment of contractor's labour is beneficial to the industry, namely:

"It is not possible for a coal mine to take away labourers from other works and to employ them in preparing stacks and poles for coking of soft coke. The workers are more or less attached to contractors and it may be difficult to recruit labourers directly. It is not profitable also to do away with the contractors and to employ labour directly. Thirdly, if such labour be directly employed somebody will have to be engaged in supervising their work and that means extra costs. Lastly, a contractor may readily supply workmen but the management may find it difficult to recruit workmen."

The next witness examined on behalf of the employers was Sukumar Rakshit, a retired Chief Mining Engineer in Andrew Yule & Co. group of collieries according to him, Andrew Yule group of collieries, did not have raising contractors but did have exempted categories of contract labour. He supported the employment of contract labour in exempted categories on the grounds of infrequent or intermittent nature of the work and possession of necessary implements by contractors. He said that the exempted categories required skilled workmen but did not say that recruitment of such skilled workmen would not be possible locally or from abroad. He admitted that in Andrew Yule group of collieries sand stowing, coal loading and underground work were all mechanised and did not require employment of contract labour. The other witnesses examined on behalf of the employers was K. Rai, Chief Mining Engineer of Production in the National Coal Development Corporation. He generally supported the employment of contract labour on several grounds, namely:

(a) difficult nature of some of the works, namely, sinking of pit as in Sudamdih colliery, where the aid of Polish experts had to be requisitioned

(b) Time factor. Departmental work takes more time than work through contract labour, because contractors can work their labour more arduously than what labour legislation permits employers like N.C.D.C. to do. The contractors pay the workmen less wages and get more work done.

(c) Unremunerative nature of the work, for example, in the case of sand loading, when sand is loaded from river beds.

(d) Intermittent nature of the work, for example, in case of dyke cuttings

The fifth witness examined on behalf of the employers was S. N. Basu, Chief Personnel Officer of Raniganj Coal Association Limited. He disputed the evidence of Lalit Burman, witness no. 1 for the workmen, on the point that Raniganj Coal Association employed contract labour in large scale. Excepting in Buragarh No. 8 pit, he said, there was no contract labour anywhere under the Raniganj Coal Association. He, however, admitted that the contracts with raising contractors were oral contracts and not written contracts.

The sixth witness on behalf of the employers was M. K. Bhattacharjee, Agent of Senda-Bansjora Group of collieries belonging to Senda Bansjora Colliery Private Limited. He supported the existence of exempted categories of contract labour because of the intermittent nature of the work. In answer to a question put by the Court he said:

"I can suggest two ways of getting rid of contract labour in the exempted categories. One is fully to mechanise the collieries and the other is to maintain a central pool of qualified labourers wherefrom required number of labour may readily be available. ... kinds of exempted

work cannot be mechanised, say for example, civil engineering works. Real remedy may be to set up a central pool of labour wherefrom the desired number of labour may be recruited for casual and temporary work and may be discharged on completion of such casual and temporary work."

The seventh witness on behalf of the employers was Balbir Singh Grewal, an agent on special duty under Shaw Wallace & Co., managing agents for three coal companies. He supported the employment of contract labour on coal loading and unloading on the ground of irregular supply of wagoas. For sinking of pits, he sought to justify employment of contract labour on the ground that the work required trained labour. He said in answer to a question put by the Court:

"Skilled labourers for pit sinking are locally obtainable. Management however prefers employment of a contractor, firstly because he can more easily collect the requisite number of skilled labourers, secondly, because he has greater practical experience in work although theoretically mining engineers know much more and thirdly supervision of skilled labour is better done by contractors than when departmentally done."

He also gave the usual reason for employment of contract labour in exempted categories, namely, that the work was intermittent in nature.

The last witness examined on behalf of the employers was J. S. Grewal, General Manager of Raniganj Coal Association Limited. He also disputed the evidence of Lalit Burman about the large scale employment of contract labour for raising coal and partly admitted that Buragharh colliery employed raising contractor which contract was not in writing. This is a rapid summary of the oral evidence adduced by the parties themselves. I may have to refer to detailed aspects of such evidence later on.

13. The evidence, as adduced by the parties, was a good deal uninformative or opinionative. On April 26, 1969, I therefore, accepted the joint prayer made by Mr. Worah for the Industry and Mr. Mehta for the workmen to meet selected representatives of the management and the workmen for a more frank discussion. I heard some of the selected representatives of the parties but even that did not yield better results.

14. In the aforesaid circumstances, I thought of examining some Government Officers connected with coal industry as Court witnesses. That I did while I was camping at Dhanbad in connection with the enquiry. The first Court witness examined was Sri A. K. Mitra, now the Chief Mining Engineer, Coal Board, who used to be the Deputy Coal Controller, Production, prior to that. Questioned about the prevalence of the contract system in coal industry, this witness answered:

"The problem of raising contract is more in Bihar, because of the density of the coal mining area, because of the largeness of production and the largeness of the number of working units involved. I cannot, however, say that the system is not prevailing in the States like West Bengal, Madhya Pradesh or Maharashtra. In my reading of the situation, as in the report of the Dave Court of Inquiry, the evil of employing contract labour in raising coal has not minimised itself in any way. I am aware that the system of raising coal by having contractors working as raising-cum-selling contractor or Managing Contractor has come into operation during the last one year in at least two cases to my knowledge, both in Jharia coal field. At this stage I should not better name them." (Underlined by me).

I do not understand the nature of the modesty or official secrecy, if any, which prevented this witness from disclosing the names of the offending collieries before the Court of Inquiry. He gave reason why the employment of contract labour did not show signs of abatement even after the Dave Court of Inquiry report. He said:

"The colliery owners are trying to revert to raising contract system even after having had agreed to give up the system before the Dave Court of Inquiry. The employment of contract labour is itself alluring. It gives to the colliery owners a share of profits and it relieves the owners of the lot of management botheration. That possibly tempts the colliery owners to revert to the system of contract labour over and over again."



When shown the Report on Labour Relations, Wages, Social Security, Working Conditions and Allied Matters for the year 1968-69 stating that out of 228 collieries in which the contract system had been in vogue, the system was still continuing in 20 collieries, the witness frankly confessed that he was unable to vouchsafe the correctness of the figure. Examined on the question of progressive abolition of the exempted categories this witness expressed the opinion:

(a) Sinking of pits and driving of inclines being jobs of ad hoc nature have of necessity to be done on contract basis. Apart from this, these are specialised nature of jobs and only specialised contractors can perform the job satisfactorily.

(b) Sand loading should be retained to be done on contract basis. The reason is that sand gathering is done mainly in the river bed and it is done for about 8 months in a year excepting for 3 months when the river is in flood. Keeping a labour force on permanent footing will force the collieries to make them pay their wages for these three months also. Apart from this, the Coal Board has now progressively undertaken a scheme of supplying sand to collieries by its own Central Ropeway Scheme and over the next few years, more and more collieries who are now resorting to loading the sand from the river bed by manual labour would be supplied with sand from the Ropeways

(c) Dyke cutting and driving of stone drifts and miscellaneous stone work should also be done on contract basis, as the jobs are of ad hoc nature and are of specialised types.

(d) Coal loading and unloading Wagon loaders should be made permanent. The only difficulty in the way of making them permanent is that the wagon supply position is uncertain and for that the Railway is responsible.

(e) Miscellaneous civil engineering works of an irregular and intermittent nature should continue to remain in the exempted categories excepting for such civil engineering work, for example, repairs, etc., which are of perpetual nature

(f) Overburden removal and earth cutting. This work is also of periodical nature and it is difficult to provide for permanent labour. This should also be in the exempted category.

(g) Soft coke manufacturing should not be left in the hands of contractors. This work does not require any specialised knowledge either in the construction Bhata or in making soft coke.

He expressed the following general opinion as to why contract labour should be wholly abolished.

"The contract labour so far as Jharia coal field is concerned, has got a special aspect than the socio-economic questions. It is only the reservoir of prime coking coal which is solely needed by the Steel Plant. The known reserve of prime coking coal to-day is about 13 million tonnes (nett). Of this about 50 per cent. is in the proved category, the balance 50 per cent. being in unproved and probable categories. Therefore, we are sure of about 650 million ton as of prime coking coal to which according to present known data another 650 million tonnes of medium volatile coking coal available in Karanpura and West Bokaro coal fields can be added. Therefore, the total reserves of coking coal that will be available according to present day information for the industry is 1300 million tonnes. Without anticipated demand by the steel plants as envisaged in the Fourth and the Fifth Plans, these reserve would be exhausted in 40 or 50 years time. The coal density in the Jharia coal field is very large because of the existence of several seams in the same or in close proximity. These coal seams have also been exploited for the last 67 to 70 years and to-day have reached a stage when lot of reconstruction and development work has become necessary to produce the required amount of coal that would be demanded by the steel plants within the course of a next few years. In such condition mines should be worked by such entrepreneurs and by such workmen who has special interest in the mines on a lasting basis and people who are trained in these jobs and not recruited on an ad hoc basis and particularly in the mines where there is hazardous nature of job. To that extent any form of contract be it Managing contract, Raising contract or any other form of contract has no place in the coal mining industry particularly in the coking coal sector."

The second Court witness was K. Saran, Regional Labour Commissioner, Central, Asansol. He was prepared to put up with Managing contractors on the following line of reasoning:

"The Managing contractors are entrusted with the colliery and they run the colliery themselves and pay an agreed amount to the owner. The managing contractors are colliery owners for all intents and purposes excepting that the right in the collieries are not vested with them. They run collieries themselves. The Managing contractors are bound to pay wages to the workmen according to the Wage Board rates and also to pay them all fringe benefits available to them under the law."

He was not, however, forgetful of the possible danger lurking in the Managing contract system. He said, "I am against the continuance of Managing contract system because once the contract of managing contractor comes to an end, a large number of workmen face unemployment. In coming managing contractor may not elect to take over the workmen employed by the previous contractor". He was not, however, prepared to put up with Raising contractors or Raising-cum-selling contractors. He said:

"In small collieries, although there is nothing on record, persons are actually engaged to work as raising contractors. This is more so in case of quarries. The raising contractors do not pay their workmen their legal wages that is to say wages payable to colliery workmen by the employers. The raising-cum-selling contractors pretend that they pay to their labourers their legal dues and other benefits but in actual practice they do not do so."

Giving an account about the prevalence of the system of raising contract in Asansol and Raniganj area he said:

"In Salanpur area there is a large number of collieries and in all those collieries raising contractors are engaged. This is also the case in some Raniganj quarries."

So far as exempted categories are concerned, he expressed the following opinion:

- (a) Sinking of pit and driving of inclines may continue to be done through contractors.
- (b) System of sand loading by contractors should atonce be abolished, because this is more or less a regular work.
- (c) Dyke cutting and driving of stone drifts may continue to remain in the hands of contractors.
- (d) Coal loading and unloading contract system should be abolished, because it is a regular nature of work.
- (e) Miscellaneous civil engineering work may be left in the hands of contractors.
- (f) Overburden removal and earth cutting should be left in the hands of contractors.
- (g) Soft coke manufacturing should also be done by the principal employer.

He emphasised upon the following malpractice attendant on contract system:

"The existing of contract system leads to this malpractice that when we go to inspect, real coal cutters are passed off as contractor's men engaged in overburden removal. This has become a source of malpractice."

So far as raising-cum-selling contracts are concerned, he gave the following answer in cross-examination to Mr. S. Das Gupta:

"I have come across cases where the contractor is known as raising and selling contractor but he is a mere raising contractor.

I know that in Dhori colliery the raising-cum-selling contractor has also employed sub-raising-cum-selling contractors who are purely doing coal raising work."

Further cross-examined by Sri Lalit Burman, this witness replied:

"I remember G. S. Atwal & Co., of Asansol employs contractors known as raising and selling contractors who are nothing more than raising contractors"

The third Court witness was Shri S. N. Pandey, Commissioner of Coal Mines Welfare. He stated:

“\*\*\*by and large the recommendations in so far as it concerned the abolition of raising contract system has not been implemented. There has been some orientation made that is to say raising contractors are now being called raising-cum-selling contractors.

Employment of contract labour is not advantageous to workmen from the welfare point of view. They are denied some of the fringe benefits like medical facilities and other facilities. \*\*\*Prior to the ruling of Director-General, contract labour was not eligible for treatment at the Hospital (meaning the Central Hospital of Coal Mines Welfare Organisation).”

He also stated that the response from colliery owners for construction of houses for workers is not satisfactory and said, ‘I do not know whether this is due to the fact that the labourers are contractor’s labourers’.

The fourth witness examined by the Court was N. D. Bodade, the Regional Labour Commissioner, Central, Dhanbad. He stated:

“I am aware of the existence of contract labour system in coal raising within the territories administered by me as Regional Labour Commissioner. The system is very much practised in my area. The colliery owners ordinarily do not employ contractors for raising coal in writing. It is very difficult to detect which of them are employing such labour contractors.

Generally the payment to the contract labour is made on the Pay sheets of the employers. Total amount of wages is paid to the so-called contractor and the contractor makes the payment to the labourers. That payment may be less also.”

Condemning the raising-cum-selling contract he said:

“This new nomenclature has been invented in order to circumvent the Dave Court of Inquiry Report. The Raising-cum-selling contractors really raise coal. They seldom sell.”

He was, however, prepared to put up with Managing contractors and stated:

“In my area Managing contractors are lessees. They are thus responsible persons and there is little objection to retaining such a system.”

Speaking on exempted categories he stated:

“Contract system in sinking of pit and driving of inclines cannot be thrust upon employers because these are specialised jobs. It may just be left with people who know the job.

In my opinion sand loading can be forthwith abolished.

So also coal loading and unloading.

The miscellaneous civil engineering work should remain with contractors

Overburden removal and earth cutting work can also be immediately taken over by the employer and many have already taken over this work

Similarly soft coke manufacturing can also be done by employers.”

Curiously enough he also was not prepared to adopt the figures as disclosed in the Report of the Labour Relations, Wage, Social Security, Working Condition and Allied Matters for 1968-69. He said, since 1955 I have been associated coal industry. I have no idea on what sort of enquiry did the Government produce the Report of the Labour Relations. The last witness examined as Court witness was H. B. Ghose, the Deputy Director-General of Mines Safety. Before I take up his evidence, I need make one observation. I summoned the Director-General of Mines Safety to depose before me while I was at Dhanbad on July 7, 1969. On that day he did not appear, because, he informed me, he had other engagements. I fixed July 14, 1969 for his examination at Calcutta. On that day also he did not appear because he again informed me that he had another engagement elsewhere. He thought that the purpose of my summons would be amply satisfied by sending a substitute in the person of Shri H. B. Ghose. I wanted to ascertain a good deal from the Director-General of Mines Safety about the evils of employing contract labour in mines from the safety point of view. I intended to know something from him about the Dhori accident where undoubtedly contract labour used

to be employed. Mr. H. B. Ghose appeared to know little about the Bhoiri accident and said, "The Director General of Mines Safety and Mr. A. N. Sinha, Jt. Director know more about this particular thing than myself. I have no personal knowledge". Therefore, as a substitute Mr. Ghose did not fulfil my expectations. Be that as it may, this witness stated :

"I am aware of employment of contract labour for raising coal. This system prevails almost in all the States where coal mines are worked. The system of employment of contract labour in raising of coal now-a-days is mostly unwritten. My impression is that unwritten contract system is practised in collieries because the original owners themselves earn some extra money in that process. One reason for preference for raising contractors is profit sharing—it is my impression. The secret understanding is that contractors shall share with the proprietors a portion of the profit. Contract labour is cheaper, firstly because they are paid less and secondly they work more under the contractors than under the owners of the mine."

Condemning the raising-cum-selling contract system, this witness said:

"All the old evils of a raising contract attach to these contracts as well."

He, however, was not prepared to extend the same condemnation to Managing contract system. He stated :

"Managing Contractors are generally large parties who deal with the labour better. Proprietors who have less finances generally employ Managing contractors who are rich and can manage better."

Speaking on the exempted categories this witness stated :

"The following exempted categories may forthwith be abolished:

- (i) Soft coke manufacturing.
- (ii) Overburden removal and earth cutting in mines where such operations are likely to last 5 years or more.
- (iii) Wagon loading and unloading can be abolished in larger mines where railway wagon supply is more or less assured, what I mean regularly supplied.

Sand loading cannot be abolished because it is too casual in nature.

Sinking of pit and driving of inclines can be abolished in such mines, which follow the NCDC pattern namely, horizon system of mining where driving through stone will remain practically throughout the life of the mine.

Dyke cutting, driving of stone drifts and miscellaneous stone cutting work underground cannot be taken over by employers.

So also is the case with miscellaneous civil engineering work."

Cross-examined by Mr. Kanti Mehta, this witness gave reasons why contract labour is cheaper. He said:

"Most of the workers under the contractors work on the piece rate basis. That gives them the incentive or the encouragement to work more. Because they are paid at a cheaper rate, piece-rated workmen ultimately turn out to be cheaper workmen. We have instances of workers working longer than permissible hours where employed by contractors."

15. If I analyse the evidence of the several Court witnesses, the following main features emerge :

- (a) Nobody was sure of the fact that only in 20 out of 227 collieries the raising contract system was prevailing in the year 1968-69. The Regional Labour Commissioners of Asansol and Dhanbad, both deposed to the effect that in their respective area the raising contract system was prevalent in large scale.
- (b) All the court witnesses were vocal in the condemnation of raising contract system.
- (c) Speaking of Managing contracts the consensus of opinion amongst the court witnesses was that they were not objectionable although Sri Saran, Regional Labour Commissioner Asansol, expressed the opinion that he was against the continuance of the Managing contract system because once the contract of a Managing contractor came to an end, a large number of workmen faced unemployment.

- (d) There was little unanimity of opinion about the abolition of the exempted categories. A. K. Mitra, Chief Mining Engineer, Coal Board, K. Saran, Regional Labour Commissioner, Asansol, N. D. Bodade, Regional Labour Commissioner, Dhanbad and H. B. Ghose, Deputy Director General, Mines Safety Department, were in favour of retention of sinking of pit and driving of inclines in the hands of contractors. In respect of sand loading, A. K. Mitra and H. B. Ghose were in favour of retention of this category of work in the hands of contractors. Saran, Pandey and Bodade were in favour of abolition of contract labour in this category. In dyke cutting and driving of stone drifts, Saran was in favour of retention of the work in the hands of contractors. Pandey and Ghose were in favour of abolition of contract system in this category also. So far as coal loading and unloading is concerned, excepting Pandey the other court witnesses were in favour of abolition of contract system in this category. In Misc civil engineering work of irregular and intermittent nature, there was unanimity of opinion for retention of contract labour in this category. In overburden removal and earth cutting excepting A. K. Mitra who was in favour of retention of contract labour, Saran, Bodade and Ghose were in favour of abolition of the contract labour in this category. There was unanimity of opinion for abolition of contract labour in soft coke manufacturing.

16. Mr Mukherjee, for the industry, in course of his argument, invited my attention to the following authorities:

- (i) *Standard Vacuum Refinery Company of India Limited vs. their workmen*, (1960) II LLJ 233;
- (ii) *United Salt Workers and Industries Limited vs. their Workmen*, (1962) I LLJ 131;
- (iii) *Basti Sugar Mills Limited vs. Ram Ujagar and Others*, (1963) II LLJ 447;
- (iv) *Shibu Metal Works vs. Workmen*, (1966) I LLJ, 717;
- (v) *National Iron and Steel Company Limited vs. State of West Bengal*, (1957) II LLJ 23; and
- (vi) *Ghatge and Patil Concerns' Employees Union vs. Ghatge and Patil (Transports) Private Limited*, (1968) I LLJ, 566,

and contended that the above authorities would support his general proposition that if the work was merely of a temporary nature, appointment of temporary contract labour would be wholly justified. Mr. Mukherjee, in my opinion, over-emphasised upon certain observations in some of the aforesaid judgments, out of context. In the case of Basti Sugar Mills (Supra) Das Gupta, J. was pleased to observe:

"For the interest of the general public requires that the device of the engagement of contractor for doing work which is ordinarily part of the industry should not be allowed to be availed of by owners of industry for evading the provisions of the Industrial Disputes Act. That these provisions are in the interest of general public cannot be and has not been disputed. That being the position the impugned definition (meaning Sub-clause (4) of Section 2(f) of Uttar Pradesh Industrial Disputes Act), which gives benefits of the provisions of the Act to the workmen engaged under a contractor not doing work which is ordinarily part of the industry cannot but be held also in the interest of general public."

Then again, in National Iron and Steel Company's case (Supra) Mitter, J. was pleased to observe:

"Industrial adjudications should not encourage the employment of contract labour as a principle which was laid down by this Court as far back as 1960, *Standard Vacuum Refinery Company of India vs. its workmen* (Supra)."

Lastly, in the case of *Ghatge and Patil Concerns' Employees Union v. Ghatge and Patil (Transports) Private Limited*, Hidayatulla, J. (as he then was) observed:

"The present case is not analogous to the case of contract labour where employment of labour through a contractor or middleman put the labour at a disadvantage in collective bargaining and this robbed labour of one of its main weapons in its armoury."

I do not, therefore, think that the mere temporary nature of the work is an over-riding consideration, which must induce me to hold in favour of retention of contract labour in exempted categories for ever.

17. I shall next examine some of the documentary evidence. Mr. S. Mukherjee, learned Advocate for the employers, filed a few illustrative copies of Managing contracts and Raising-cum-Selling contracts, which were marked exhibits respectively Ext. 8, 8(a) and 8(c) and Exts. 8(b) 8(d) and Ext. 13. One exhibit for Managing Contract, Exhibit 8, is between Trilochan Banerjee and others of East Bhuggataih Colliery Company (Private) Limited and Shri Harishanker Kalyanji Worah, dated September 24, 1956. Mr. S. Mukherjee for the employers drew my particular attention to paragraphs 2, 5, 7, 10, 13 and 14 of the agreement, which are set out below :

- "2 That in consideration of the premises the Managing Contractor shall lend and advance to the Proprietors or otherwise spend on their account a sum of Rs. 1,60,000/- in the manner hereinafter provided in Clauses 3 and 4 thereof.
5. The Proprietors shall within three days from the date of these presents put the Managing Contractor in possession of the said Colliery and the said Machinery and the said Railway Assisted Siding. Subject to the Proprietors obtaining the necessary order from the Honourable High Court of Calcutta for discharge of the receiver appointed in Suit No. 705 of 1936 in respect of the said Colliery as hereinafter provided and the Managing Contractor shall have full power and authority to search for, get quarry win and dig coal by all accepted and recognised mode of coal mining in the said Colliery and manufacture coke and otherwise to work the said Colliery according to the Indian Mines Act and the Rules and Regulations framed or to be framed thereunder and all other statutes, byelaws, rules and regulations applicable to the said colliery and business and in the connection therewith to use the said machinery and the said Railway Assisted Siding during the said term without any lawful eviction interruption claim or demand by or on the part of the Proprietors or any of them.
7. The Managing Contractor shall have the right at its own cost to build on any portion of the surface land appertaining to the said colliery such buildings structures dhowrahs creeches pithead baths washery, coke ovens as it may in its discretion think fit and on the termination of these presents, subject to provisions of clause 8 hereof the Managing Contractor shall have the right to demolish and/or remove the said buildings structures dhowrahs creeches washery coke ovens.
10. That during the term hereby created the business of the said colliery shall be carried on by the Managing Contractor in the name of the said firm of S. B. Banerjee and Sons and all costs, charges and expenses for working of the said colliery and for carrying on the said business shall be borne and paid by the Managing Contractor who shall indemnify and keep indemnified the Proprietors and their estates and effects in respect thereof and all coals and raised and coke manufactured as aforesaid at the said colliery during the said term shall be treated as the properties of the Managing Contractor who shall be entitled to sell or otherwise dispose of the same in accordance with the terms and conditions therein contained for its own absolute use and benefit.
13. During the term hereby created the Managing Contractor shall have full authority to appoint such Managers, Clerks, workmen and other employees for the working of the said Colliery on such terms and for such period as it thinks fit but not exceeding the said term hereby created including the period of option as contained in clause 32 hereof and at its discretion to discharge and dismiss any such persons so to be employed as aforesaid and to appoint other or others in his or their place or stead.
14. The Managing Contractor shall bear and pay all expenses for working the said colliery including salaries and wages of any of the employees of the said Colliery employed by it as aforesaid and shall also bear and pay in due time all rents and royalties payable to Superior Landlords and cesses taxes and other impositions and assessments if (with the exception of income-tax, super-tax or property tax, if any, payable by the Proprietors or any of them) that are prevalent or may be hereafter imposed or assessed in relation to the said Colliery and the Proprietors or their authorised agents shall be entitled to inspect

the receipts and challans in respect of any payment regarding cesses taxes and other impositions and assessments if any as aforesaid but nothing herein contained shall include any right of the Proprietors to inspect receipts or accounts in respect of other expenses to be incurred by the Managing Contractor in connection with the working of the business of the said colliery."

Mr. Mukherjee seriously argued that the Managing Contractors were in law and fact virtually owners of mines, subject to certain liabilities to the real owner. They were responsible for all legal dues payable to the workers. He further argued that real owners who were either financially weak or unable to manage the colliery themselves on account of family dispute generally elected to engage Managing Contractors. In such circumstances the colliery must be worked by some responsible agent, otherwise this important source of mineral may remain unexploited. He pointed out to me that after the management was entrusted in the hands of the Managing Contractors, indebtedness and production in many collieries improved and in that context he invited my attention to Exts. 26, 27, 28, 29, 30 and 31. He also submitted that these managing contracts were entered into with sanction of the Government under Rule 37 of the Mineral Concession Rules, 1960. The said rule reads:

"Transfer of lease. (1) The lessee shall not, without the previous consent in writing of the State Government, which in the case of a mining lease in respect of any mineral specified in the First Schedule to the Act shall not be given except after previous approval of the Central Government—

- (a) assign, sublet, mortgage, or in any other manner, transfer the mining lease, or any right, title or interest therein, or
- (b) enter into or make any arrangement contract or understanding whereby the lessee will or may be directly or indirectly financed to a substantial extent by, or under which the lessee's operations or undertakings will or may be substantially controlled by, any person or body of persons other than the lessee.
- (1A) An application for transfer of mining lease shall be disposed of by the State Government within nine months from the date of its receipt, and, if it is not disposed of within that period, it shall be deemed to have been refused. No. MII-169(14)/61 dated the 6th May, 1953.).
- (2) Without prejudice to the provisions of sub-rule (1) the lessee may subject to the conditions specified in the proviso to rule 35, transfer his lease or any right, title or interest therein, to a person holding a certificate of approval and an income-tax clearance certificate in Form C from the Income-tax Officer concerned on payment of a fee of rupees one hundred to the State Government:

Provided that the lessee shall make available to the transferee the original or certified copies of plans of abandoned working in the area and in a belt 65 metres wide surrounding it.

Provided further that where the mortgage is the Industrial Finance Corporation of India or the State Trading Corporation of India or a State Finance Corporation, it shall not be necessary for any such Corporation to hold a certificate of approval and an income-tax clearance certificate. (No. MII-152(33)/58 dated the 16th May, 1962).

Provided further that the lessee shall not charge or accept from the transferee any premium in addition to the sum spent by him, in obtaining the lease and for conducting all or any of the operations referred to in rule 30 in or over the land leased to him (MII-152(58)/61 dated the 30th April, 1963).

- (3) The State Government may, by order in writing determine any lease at any time of the lessee has, in the opinion of the State Government committed a breach of any of the provision of sub-rule (1) or has transferred any lease or any right, title or interest therein otherwise than in accordance with sub-rule (2).

Provided that no such order shall be made without giving the lessee a reasonable opportunity of stating his case."

Some of the sanctions are marked Exts., namely, Exts. 25, 25(a) and 25(b).

18. Thus excepting for the one criticism, made by witness K. Saran, Regional Labour Commissioner, Asansol, that Managing contracts carry with them inherent

danger to the workmen that if the managing contract comes to an end the workmen employed by the Managing contractor lose their jobs, no substantial objection to the retention of Managing contract were established before me. Even workmen's witnesses were not vocal in condemnation of Managing contract system. All that I can suggest is that before permitting appointment of a managing contractor, the authority giving permission under the Mineral Concession Rules should be satisfied that the terms of contract are such that the interest of the workmen has been secured at the hands of the Managing contractor. Legal draftsmanship may draft a Managing Contract in such a manner as may leave the workmen unprotected totally under the Managing Contractors.

19. I next turn to the Raising-cum-Selling contract system. A few representative copies of such contracts were exhibited before me, namely, Ext. 8(b) Ext. 8(d) and Ex. 13 19(a). Mr. S. Mukherjee for the industry argued in the first place that the definition of an owner in the Mines Act, Section 2(1) includes a contractor for the working of a mine or any part thereof and keeps him liable in like manner as if he were an owner but not so as to exempt the owner of any liability. Explaining this point Mr. Mukherjee submitted that a raising-cum-selling contractor worked in a coal mine because he raised coal and therefore was subject to the liabilities of the Mines Act. He is not a mere seller or a selling contractor and for employment of such a responsible person, there should be little objection. He next relied on clause (v) of the bipartite agreement before Dave Court of Inquiry, which provided that for the purposes of that agreement any person entrusted with the production as well as selling of coal in a mine, will be deemed to be the principal employer. Explaining this position he said that a raising-cum-selling contract stood exempted by Dave Court of Inquiry Report and no challenge to the appointment of raising-cum-selling contractor should now be entertained. I am not satisfied with these arguments. The Government now entertains a doubt as to the admissibility of retaining raising-cum-selling contractors. The workmen are dissatisfied with such contracts. Now, if it appears to me that it has turned out to be the type of contract which is an escape route for perpetuating the old evil of raising contract system, the addition of "selling contract" to "raising contract" is either an ornamentation or a purposive addition. I should not therefore encourage the continuance of raising-cum-contracts.

20. Of the court witnesses examined by me, A. K. Mitra said, 'colliery owners were trying to revert to raising contract system even after having agreed to give up the system before the Dave Court of Inquiry'. K. Saran, Regional Labour Commissioner, Asansol, said, 'G. S. Atwal and Company of Asansol employees contractors known as raising-cum-selling contractors were nothing more than raising contractors'. Bodade, Regional Labour Commissioner, Dhanbad, stated that raising-cum-selling contractors were really raising contractors. This new nomenclature was invented in order to circumvent the Dave Court of Inquiry Report. Raising-cum-selling contractors really raise coal, they seldom sell.

21. Thus persons, whom I consider to be impartial witnesses are of opinion that Raising-cum-selling contractors are really raising contractors and the new nomenclature has been invented possibly to get a legal cover for the continuance of old evil by taking advantage of the unsatisfactory language of clause (v) of the bipartite agreement.

22. It appears from Ext. A, the letter addressed to the Joint Secretary, Ministry of Labour and Employment by the Secretary of Indian National Mine Workers Federation, dated 25th February, 1963, Ext. A1, another letter from the same source to the same Joint Secretary dated 20th March, 1963, Ext. A4, the third letter from the same source addressed to the Regional Labour Commissioner, Dhanbad, dated November 26, 1963, Ext. C a letter from the Vice-President of Koyala Mazdoor Panchayat to the Additional Secretary, Ministry of Labour & Employment dated September 24, 1965 and Ext. F, a letter from the same source to the Regional Labour Commissioner, Dhanbad dated May 4, 1964, that the representatives of the workers were constantly complaining to the authorities about the violation of the bipartite agreement by employment of raising contractors or raising-cum-selling contractors. It appears from replies received from the Government that some of the allegations were found to be correct and some incorrect [vide Ext. A (2) dated 18-5-1963, Ext. B dated January 21, 1964, Ext. D dated September 14, 1965, and Ext. G dated July 25, 1964]. In the last mentioned letter, the Deputy Secretary, Ministry of Labour & Employment, wrote:

"In the remaining collieries either contract in unexempted categories are still being continued in some form or other or payment to contract labour in exempted categories are not being made by principal



employer or supervised by him. The breaches have already been taken up with the management and concerned organisation of employers. We shall continue to pursue the matter with them till they are set right."

23. At the invitation of the workers, I visited some collieries in Bihar, with the consent of employers. In one colliery named Kara East 5 & 6 pits of Dhori colliery belonging to the Bokaro Ramgarh Co. Limited, I met D. J. Deshmukh, Manager of Dhori colliery. He candidly confessed that there was a raising-cum-selling contractor in the colliery of the designation of Singh & Singh Co. Under him there were 17 sub-raising-cum-selling contractors. He admitted that the contracts were in writing. I asked him to produce a copy of the contract. He promised to do so, if summoned. When I issued summons to him to produce, he avoided and the summons came back unserved because he could not be traced.

24. Mr. S. Mukherjee for the industry, however, tried to minimise the mischief value of the admission made by Sri Deshmukh by placing reliance on an award by the Central Government Industrial Tribunal No. 2, Dhanbad (*vide* Gazette of India dated June 29, 1968, Part II Section 3(ii) page 3128 ff) in which it was held that in Kora pits the sub-contractors were sub-raising-cum-selling contractors and as they were not merely raising contractors their appointments were justified. That is so, but that tribunal proceeded on the theory that raising-cum-selling contracts stood outside the mischief of Dave Court of Inquiry Report. But I am condemning the system because it has the evil effect of perpetuating much of the old evils attached to pure raising contracts, which were sought to be abolished by the Dave Court of Inquiry.

25. I have already referred to the oral evidence on the point which also points out large scale continuance of contract labour system in collieries. I, therefore, feel that the figure published in the Report of 1968-69 that contract labour system in coal raising is continuing only in 20 collieries may not be accurate. The mistake may be due to the fact that most of the contracts are unwritten contracts and secrecy surrounds the existence of such contractors. I am further of the opinion that there may not be any objection to the appointment of mere selling contractors by colliery owners but selling-cum-raising must not be combined.

26. My findings, therefore, are:

- (i) that raising contracts are subsisting even now in a large scale, either in the nascent form (e.g. Ext. 32) or in its reoriented form known as raising-cum-selling contract. I am unable to find out in how many collieries the system is prevailing, firstly, because most of the contracts are unwritten contracts surrounded by some sort of secrecy; secondly, the Government statistics must be faulty. But I am definitely of the opinion that the system is prevailing in a very large scale.
- (ii) In my opinion, a raising-cum-selling contract perpetuates all the vices of the old raising contract simplicitor. It may just be that the additions of the description 'selling-contract' is merely an ornamentation. They are really raising contractors and no more than that.

What is stated above amounts to my review of the implementation of the recommendations of the First Court of Inquiry. In this context I need observe that the Government itself has failed to implement two of the recommendations of the Dave Court of Inquiry, although more than 8 years have elapsed since after the publication thereof. Those recommendations are, (i) suitable amendments to the Industrial Disputes Act and Payment of Wages Act as recommended by Mr. Dave in paragraph 35 of his Report and that (ii) no one should be allowed to work as a contractor unless he holds a valid licence and Rules for issuing licences should be framed so as to include suggestions made above. The suggestions are contained in paragraph 36 of Dave Report. During the course of argument before me Mr. S. Mukherjee supplied to me a copy of a Bill for enactment of Contract Labour (Regulation and Abolition) Act, 1967, which, of course, contains provisions for licencing all contractors. I am not sure when and whether at all this Bill will be passed and I made no further of it.

27. I now turn to the exempted categories. The main plea for treating exempted categories exempted for ever are three: (i) they are works of casual or intermittent nature and employment of permanent workmen for such categories of work is not economically feasible proposition; (ii) some of the exempted categories of work, for example, pit sinking, driving of incline, dyke cutting,

Misc. civil engineering works require specially skilled workmen and special instruments and gadgets. It is neither possible nor safe to entrust such work to ordinary workmen employed in the colliery; and (iii) non-availability of right type of labour in the locality and the absence of any recruiting organisation in coal industry. I shall deal with these objections later on. I shall however, at this stage, deal with the exempted categories separately on merits.

28. In respect of sand loading, coal loading and unloading and soft coke manufacturing, I am definitely of the opinion that time has arrived to take these three out of exempted categories and am prepared to recommend collieries to do these works departmentally. A. K. Mitra, Chief Mining Engineer, Coal Board, however, was strongly of the opinion that sand loading work should be done on contract basis. His reasons were:

"that sand gathering is done manually in the river bed and it is done for about 9 months in a year excepting for 3 months when the river is flooded. Keeping a labour force on permanent footing will force the collieries to pay their wages for these months also. Apart from this, the Coal Board has now progressively undertaken a scheme of supplying sand to collieries from its own central ropeway scheme and over the next few years more and more collieries which are now resorting to loading the sand from the river bed by manual labour will be supplied with sand from ropeways. In that case the question of retrenchment of permanent labour will arise."

Assuming for the sake of argument that for three months in a year, no sand collection is done and that in some future date, the Coal Board may succeed in supplying sand to all the collieries, through their Ropeway system, when employment of sand-loaders will not be necessary, the difficulties may be overcome by employing the workmen on temporary or seasonal basis. There is no reason why workmen must for an indefinite period continue to be contractor's labour and not labourers employed by collieries, in a type of work which lasts for the major part of every year.

29. In respect of Coal loading and unloading, the principal objection on behalf of the employers was that wagon supply was erratic and collieries should not be burdened with idle labour on days when wagons do not arrive and there is no coal to be loaded. In this context, my attention was invited to Exts. 9, 9(a), 10, 10(a), 10(b), 10(c) and 12 (wagon supply charts of certain named collieries). I am not satisfied with the difficulty pleaded. If wagon supply position is unsatisfactory, then remedy lies in approaching the Railway Ministry for better and more regular supply of wagons. This cannot be permanent feature for all times to come. For that reason wagon loaders should not be indefinitely left to be exploited by contractors. Further, wagons do arrive. Deficiency of supply in one day is made up in the next day or two. The work is thus not of intermittent in nature. There is no reason why contract labour should continue to be employed in such a sphere.

30. Soft coke manufacturing, I am satisfied, does not require special skill. This may be managed by soft coke manufacturing collieries with departmental men. I am also not satisfied that the work is of very intermittent nature, although it may not be that 'Bhattas' are kept burning throughout 365 days in a year. There may be short gaps. But there is no reason why workmen should be left to contractors under a type of irresponsible letter of appointment of such a contractor as in Ext. 34.

31. However, in order fully to safeguard the interest of the collieries, I may add this that if it all becomes necessary to employ some contract labour in any of these categories of work, over and above the permanent gang employed by the industry, that should be allowed to be done only with the permission of the Regional Labour Commissioner. He must satisfy himself about the overriding necessity for such employment and then permit employment of contract labour for a time, in order to meet exigencies of the situation.

32. I now take up for consideration the exempted category known as Sinking of pit and driving of inclines. K. Rai, Chief Mining Engineer of National Coal Development Corporation gave evidence on behalf of the employers. He said in his evidence:

"In N.C.D.C. sinking of pits and driving of inclines are done either departmentally or through contractors according to convenience. One difficulty in taking up this type of work departmentally is that the work is intermittent in nature."

Proceeding further he said:

"In Sudamdih colliery.....the work was very difficult. Aid of Polish experts had to be requisitioned because local workers were incompetent to do work of such difficulty. Along with Polish supervisors some Polish workmen also came to do the manual part of sinking work. Even for the workers of the Polish origin the minimum wage was not less than 3,000 per month. In Munidih shaft we had Polish aid but reduced the number of workmen. We succeeded in reducing the number, *because local workmen had been trained up.*

The work of sinking shafts may not be as difficult as sinking proved to be at Sudamdih and Munidih. *We have been managing sinking of shafts and driving of inclines with local labour, even where the work proves to be difficult.* In my experience departmental workers take more time than contract labour because the contractors can work their labour very arduously than what labour legislations permit employer like N.C.D.C. to do. A contractor pays the workmen less wages and get more work." (Underlined for emphasis).

Of the court witnesses examined by me, A. K. Mitra, Chief Mining Engineer, Coal Board, K. Saran, Regional Labour Commissioner at Asansol, S. N. Pandey, Commissioner of Coal Mines Welfare, M. K. Bodade, Regional Labour Commissioner at Dhanbad and H. B. Ghose, Deputy Director General of Mines Safety, were all inclined in favour of retention of sinking of pit and driving of inclines in the hands of contractors.

33. After having considered the evidence, I feel that some sinking of pits may be very difficult while others may not be so. The same is the case with driving of inclines. The work is also of intermittent nature. Easier sinking of pits and driving of inclines may be managed with local labour departmentally employed for temporary period but difficult works may have to be entrusted in the hands of experts, may be foreign experts. I think the best course will be not to allow contract labour in this category until permission of the Regional Labour Commissioner is obtained, who must first satisfy himself that the work cannot be done with reasonable economy or reasonable safety with departmentally employed labour.

34. It is noteworthy that in his report, Mr Dave was not satisfied and inclined to keep Sand loading and Soft-coke manufacturing in the exempted category. He, however, did so because the parties had agreed to do so. In respect of Coal loading and unloading also, he observed that he was accepting the agreement to put this work in the exempted category only "because it is agreed."

35. I next turn to consider the exempted category known as dyke cutting and driving of stone drifts and miscellaneous stone work underground. A dyke is an intrusion in the coal seam. Dyke cutting is not frequently done. Such occasions arise few and far between. Witnesses on behalf of the employers, for example, Sri Sukumar Rakshit, a very old Mining Engineer (now retired), stated before me that dyke cutting and stone cutting could not be done by unskilled labour I am not satisfied with his reasonings. He came to give foresworn evidence. The court witnesses held divided opinions on this point. In my opinion, time has arrived to take out this work from the exempted category and to direct the collieries to do the work departmentally. This is subject, however, to the condition that if a particular dyke cutting or driving of stone drift or a particular stone cutting involves great risk, which must require expert assistance, permission of the Regional Labour Commissioner should be first obtained in order to employ expert contract labour for such work. The Regional Labour Commissioner must thoroughly satisfy himself before giving such permission.

36. So far as miscellaneous civil engineering and intermittent miscellaneous work is concerned, I do not think that it should be taken out of the exempted category at present. It should remain in the hands of contractors.

37. Lastly, overburden removal and earth cutting may be safely taken over by the employer and done departmentally. Majority of court witnesses were in favour of abolition of contract labour in this category. I think they are right.

38. On the evidence I am impressed that employment of contract labour is convenient and economic for the colliery owners as much as it is inconvenient and unjust to workmen. In striking a balance between the two, I have left a safety valve open. An employer may approach the Regional Labour Commissioner and convince him about the necessity of employing contract labour for a

particular work during a particular period and get the work conveniently done through contract labour, with permission. I am not convinced with the general argument of Mr. Mukherjee that the employment of contract labour is either economically impossible or the work is of such special nature that ordinary workers are unable to do the work. The non-availability of the right type of labour in the locality was not established and may be a story.

39. To sum up my recommendations are as follows:

(a) There has not been substantial progress made in the abolition of raising contract system in collieries. The system is continuing, some in their nascent form, some in their reoriented or re-edited form known as raising-cum-selling contract and most of them are now oral contracts of secretive nature.

(b) Raising-cum-selling contract, are mostly another name for raising contracts, excepting a few, which may be genuine ones. This system should be wholly abolished. Collieries may have liberty to appoint selling contractors but not raising-cum-selling contractors.

Recommendation (b) is subject to the proviso that if for some unforeseen exigencies it becomes necessary to employ raising-cum-selling contractor for the time being, permission in writing from the Regional Labour Commissioner shall be taken. He must thoroughly satisfy himself about the necessity of the appointment before granting permission.

(c) Managing contract system may continue for the present provided always:

(i) The Government should implement the recommendations of the Dave Court of Inquiry Report contained in paragraphs 33 to 36 of the Report forthwith regarding suitable amendments in the Industrial Disputes Act and the Payment of Wages Act.

(ii) Licensing authority under Rule 37 of the Mineral Concession Rules must thoroughly satisfy itself about the financial solvency of the Managing Contractor and protection of interests of workmen before granting permission to appoint a particular person or concern as Managing Contractor. Appointment of Managing Contractors and in the manner in which they carry on their work shall be reviewed very closely by the department of Labour in each region.

(d) So far as exempted categories are concerned, categories No. (ii), (iv), (vi) and (vii), Sand loading, Coal loading and unloading, Over-burden removal and earth cutting and soft coke manufacturing should be taken out of exempted categories and collieries should perform these works departmentally. This is subject always to the provision that when it becomes absolutely necessary on any particular occasion, in a particular colliery, to appoint contract labour for any of these categories of work for the time being, permission of the Regional Labour Commissioner shall be had and obtained, in writing, before appointing such a contractor for a time being. The Regional Labour Commissioner must thoroughly satisfy himself about the necessity before granting the permission.

(e) Easier type of pit sinking and driving of inclines should be managed by collieries with local departmental labour employed, if necessary, for a temporary period. Difficult sinkings and driving of inclines may be entrusted in the hands of expert contractors, with previous permission of the Regional Labour Commissioner obtained in writing. The Regional Labour Commissioner shall thoroughly satisfy himself about the nature of the difficulties and the necessity for appointing particular work only, who must be satisfied about the requirement.

(f) Driving and stone drifts and miscellaneous stone cutting underground may be done departmentally unless of course the nature of the cutting or driving is such which require expert assistance. In such case contractors may be appointed with the previous permission of the Regional Labour Commissioner for that particular work only, who must be satisfied about the requirement.

(g) So far as miscellaneous civil engineering work or intermittent miscellaneous work are concerned, I am of the opinion that they should better be left at the hands of contractors.

40. The abolition of raising-cum-selling system and taking over of some amongst the exempted categories of work shall be done as soon as possible but not later than 30th, September, 1970.

(Sd.) B. N. BANERJEE,

Dated, September 3, 1969.

Sole Member.

[No. 8/33/68-LRII.]

# ORDERS

*New Delhi, the 16th August 1969*

**S.O. 3876.**—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the managements of (1) Rayatwari Colliery, Chanda, (2) Kamptee Colliery, Post Office Kamptee (District Nagpur), (3) New Majri Colliery, Post Office Majri Khadan, District Chanda, (4) Messrs Ballarpur Collieries Company, Nagpur and (5) Sasti Colliery, Nagpur and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 7A and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby constitutes an Industrial Tribunal with Shri G. V. Dev., as Presiding Officer with headquarters at Nagpur and refers the said dispute for adjudication to the said Industrial Tribunal.

## SCHEDULE

- (i) "Whether the managements of Rayatwari Colliery, Chanda, Kamptee Colliery, Post Office Kamptee (District Nagpur), New Majri Colliery, Post Office Majri Khadan, District Chanda, Messrs Ballarpur Collieries Company, Nagpur and Sasti Colliery, Nagpur having regard to their financial capacity, are justified in not paying the arrears of wages as per the recommendations of the Wage Board for Coal Mining Industry for the periods specified hereunder—

Sl. No.	Name of the Colliery	Period for which arrears of wages are claimed	
		From	To
1	Messrs Rayatwari Colliery, Chanda	15-8-67	27-1-68
2	Messrs Kamptee Colliery, Nagpur	15-8-67	2-12-67
3	Messrs New Majri Colliery, Chanda	15-8-67	27-9-68
4	Ballarpur Collieries of Messrs Ballarpur Collieries Company, Nagpur	15-8-67	31-3-68
5	Sasti Colliery, Nagpur	15-8-67	31-3-68

If not, to what relief are the workmen entitled?

- (ii) Whether the managements aforesaid having regard to their financial capacity, are justified in not paying Variable Dearness Allowance as per the recommendations of the Wage Board for Coal Mining Industry with effect from the 1st April, 1968. If not, what should be quantum of Variable Dearness Allowance in these collieries?

- (iii) Whether the managements aforesaid having regard to their financial capacity, are justified in not granting graded annual increments from the 15th August, 1968, as per the recommendations of the Wage Board for Coal Mining Industry. If not, to what relief are the workmen entitled?

[No. 1/10/68/LRII.]

*New Delhi, the 15th September 1969*

**S.D. 3877.**—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Messrs Mining and Transporting Company, Raising Contractors in the Iron and Manganese Mines of Messrs O.M.D. Company Limited, Barbil and their workmen in respect of the matters specified in the Schedule I hereto annexed.

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 7A and clause (d) of sub-section (i) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal with Shri Udayanath Mishra as Presiding Officer, with headquarters at Bhubaneswar and refers the said dispute for adjudication to the Industrial Tribunal.

## SCHEDULE I

"Whether the action of the management of Messrs Mining and Transporting Company, Raising Contractors in the Iron and Manganese Mines of Messrs O.M.D. Company Limited, Barbil in terminating the services of the following workmen was justified. If not, to what relief are these workmen entitled?"

## SCHEDULE II

1. Shri Parameswar Uram.
2. Smt. Mangri Uram.
3. Sri Khetri Patra.
4. Smt. Suru Nalk.
5. Sri Charu Patra.
6. Marua Patra.
7. Smt. Laxmi Uram.
8. Sri Chara Singh.
9. Sri Ladu Munda.
10. Sri Dulla Munda.
11. Sri Pravakar Nalk.
12. Sri Sukura Uram.
13. Sri Bhaiga Gop.
14. Sri Dasha Patra.
15. Sri Ribu Uram.
16. Smt. Sanichari Uram.
17. Sri Pakhu.
18. Smt. Sanibari Munda.
19. Sri Gura Nalk.
20. Smt. Sanichari Uram.
21. Smt. Budhuni Uram.
22. Narendra Patra.
23. Shri Kartika Uram.
24. Smt. Budhuni Uram.
25. Shri Madhu Uram.
26. Smt. Sanichari Uram.
27. Sri Saharal Uram.
28. Sri Raje Uram.
29. Sri Surja Uram.
30. Sri Anade Patra.
31. Sri Kerah Munda.
32. Sri Dhaneswar.
33. Sri Banacha Patra.
34. Sri Banamali Patra.

[No. 36(30)/69-LR-IV.]

*New Delhi, the 16th September 1969*

**S.O. 3878.**—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Singareni Collieries Company, Limited, Post Office Kothagudium (Andhra Pradesh) and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 7A and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby constitutes an Industrial Tribunal with Shri Mohammad Najmuddin, as Presiding Officer with headquarters at Afzal Lodge Tilak Road, Ramkote, Hyderabad-1, and refers the said dispute for adjudication to the said Industrial Tribunal.

## SCHEDULE

"Whether the change introduced by the management of Singareni Collieries Company Limited, Kothagudium from first December, 1967 and onwards requiring the fillers to fill more quantity of coal than what they were filling previously to qualify themselves to earn incentive bonus is justified? If not, to what relief the workmen are entitled to."

[No. 1/55/68-LRII.]

**S.O. 3879.**—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Messrs Equitable Coal Company Limited, Post Office Dishergarh, District Burdwan and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Calcutta, constituted under section 7A of the said Act.

#### SCHEDULE

“Keeping in view the relevant recommendations of the Wage Board for Coal Mining Industry as accepted by the Government of India, whether the management of Messrs Equitable Coal Company Limited, Post Office Dishergarh, District Burdwan was justified in demanding from 15th August, 1967 proof for travelling in the higher Railway classes in the form of money receipt etc. from their workmen employed at their various collieries, who were entitled to higher class of train fare and thereby denying payment of Rail fare of higher classes to such of their workmen who failed to render such proof? If not, to what relief are there workmen entitled?”

[No. 6/42/69-LRIL.]

**S.O. 3880.**—Whereas an industrial dispute exists between the employers in relation to Damoda Colliery of Messrs Damodar Coal Company (Private) Limited, Post Office Raniganj, District Burdwan and their workmen represented by the Colliery Mazdoor Sabha (AITUC), Post Office Raniganj, District Burdwan,

And, whereas the said employers and the workmen have by a written agreement, in pursuance of the provisions of sub-section (1) of section 10A of the Industrial Disputes Act, 1947 (14 of 1947), agreed to refer the said dispute to arbitration of the person specified therein, and a copy of the said agreement has been forwarded to the Central Government;

Now, therefore, in pursuance of the provisions of sub-section (3) of section 10A of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the said arbitration agreements, which was received by it on 29th August, 1969.

#### FORM C

(See Rule 7)

#### AGREEMENT

(Under Section 10-A of the I.D. Act, 1947)

#### *Name of the Parties:*

**Representing Employers.**—(1) Shri L. N. Mondal, Representative (authorised) Damoda Colliery, P.O. Raniganj, (M/s. Damodar Coal Co. (P.) Ltd, District Burdwan.

**Representing workmen.**—(2) Shri Robin Chatterjee, Vice-President, Colliery Mazdoor Sabha, P.O. Raniganj, District Burdwan.

It is hereby agreed between the parties to refer the following industrial dispute to the arbitration of Shri H. G. Bhawe, Assistant Labour Commissioner (C), 12, Chowringhee Square, Calcutta-1.

#### (i) *Specific matter in dispute:*

“Whether the management of Damoda Colliery, P.O. Raniganj, Distt. Burdwan is justified in stopping S/Shri Bancha Dass Dinna Sashmal, Natha Parihar, Gunpat Pradhan, Wagon Loaders from work on and from 17th April 1969, and if not, to what relief they are entitled?”

(ii) *Details of the parties to the dispute indicating the name and addresses of the establishment or undertaking involved:—*

**Employers in relation to Damoda Colliery, P.O. Raniganj, Distt. Burdwan of**  
M/s Damodar Coal Co. (P) Ltd., P.O. Raniganj, District Burdwan.

The workmen represented through the Colliery Mazdoor Sabha (AITUC), P.O. Raniganj, Distt. Burdwan.

- (iii) Colliery Mazdoor Sabha, P.O. Raniganj, Distt. Burdwan.
- (iv) Total number of workmen engaged in the undertaking affected: 4 (four).
- (v) Estimated number of workmen affected or likely to be affected by the dispute: 4 (four).

The decision of the arbitrator shall be binding on us.

The arbitrator shall make his award within the period of 60 (sixty) days or within such further time as is extended by mutual agreement between us in writing. In case the award is not made within the period mentioned above, the reference to arbitration shall automatically be cancelled and we shall be free to negotiate for fresh arbitration.

*Signature of the parties*

Sd/-  
(SHRI L. N. MONDAL)  
Authorised representative,  
Damoda Colliery, P.O. Raniganj,  
District Burdwan.

Sd/-  
(ROBIN CHATTERJEE)  
Vice President, Colliery Mazdoor  
Sabha, P.O. Raniganj, (Burdwan).

Witnesses:

(1) Sd/- (ILLEGIBLE)

(2) Sd/- (ILLEGIBLE)

Sd/-  
(S. KRISHAN)  
Assistant Labour Commissioner (C)  
Raniganj.

[No. 6/47/69-LRII.]

*New Delhi, the 17th September 1969*

**S.O. 3881.**—Whereas, the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Singareni Collieries Company Limited, Post Office Kothagudium Collieries (Andhra Pradesh) and their workmen in respect of the matters specified in the Schedule hereto annexed;

And where, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 7A and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal with Shri Mohammad Najmuddin, as Presiding Officer with headquarters at Afzal Lodge, Tilak Road, Ramkote, Hyderabad-1, and refers the said dispute for adjudication to the said Industrial Tribunal.

**SCHEDULE**

"Having regard to the nature of duties performed by Shri K. Rajaiah, Carpenter, Building Department, Mandamari Division and to the practice prevailing in the three divisions of Belampalli group of Collieries of Singareni Collieries Company Limited, Kothagudium whether the management is justified in denying new Category-V wages to the said workman?

If not, to what relief the workman is entitled?"

[No. 7/5/68-LRII.]

**S.O. 3882.**—Whereas, the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Singareni Collieries Company, Limited, Post Office Kothagudium Collieries (Andhra Pradesh) and their workmen in respect of the matters specified in the Schedule hereto annexed;



And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 7A and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government thereby constitutes an Industrial Tribunal with Shri Mohammad Najmuddin, as Presiding Officer with headquarters at Aizal Lodge, Tilak Road, Ramkote, Hyderabad-1, and refers the said dispute for adjudication to the said Industrial Tribunal.

#### SCHEDULE

"Having regard to the recommendations of the Central Wage Board for the Coal Mining Industry prescribed for the Technical and Supervisory staff of the Engineering Department under Chapter VIII, whether the management of Singareni Collieries Company Limited, Kothagudum, is justified in placing Shri K. Viswanathan, Junior Charge-hand in Grade 'D' in the scale of Rs. 205—7—247—10—337?

If not, to what relief the workman is entitled and from what date?"

[No. 7/49/68-LRII.]

S.O. 3883.—Whereas, the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Messrs Lodna Colliery Company (1920) Limited at their Sripur Seam Incline Colliery, Post Office Kalipahari, District Burdwan and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication,

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal, Calcutta, constituted under section 7A of the said Act.

#### SCHEDULE

"(1) Whether the nucleus of permanent wagon loaders as maintained at present by the management of Messrs Lodna Colliery Company, (1920) Limited at their Sripur Seam Incline Colliery, Post Office Kalipahari, District Burdwan is adequate and justified, keeping in view the manpower requirement for the work of wagon loading of the Colliery? If not, what should be the nucleus and to what relief the casual wagon loaders are entitled in this respect?

(2) Whether the wagon loaders employed on casual basis at the same Colliery are paid properly at the rate recommended by the Wage Board on Coal Mining Industry? If not, to what relief are these workmen entitled and from what date?"

[No. 6/57/69-LRII.]

S.O. 3884.—Whereas, the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Samla Dalurband Colliery, Post Office Pandaveshwar, District Burdwan and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal, Calcutta, constituted under section 7A of the said Act.

#### SCHEDULE

"Whether the management of Samla Dalurband Colliery Post Office Pandaveshwar, District Burdwan was justified in terminating the services of Shri Jitan Singh and Shri Radha Singh, Chaprasis with effect from 7th April, 1969 and if not, to what relief they are entitled?"

[No. 6/60/69-LRII.]

*New Delhi, the 20th September 1969*

**S.O. 3885.**—Whereas, the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Messrs Shantilal Khushaldas and Brothers Private Limited, Margao (Goa) and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal (No. 2), Bombay, constituted under section 7A of the said Act.

#### SCHEDULE

"Whether the management of Messrs Shantilal Khushaldas and Brothers Private Limited, Margao is justified in their action in dismissing Shri J. F. Rodrigues the ex-workman employed as Clerk-cum-Typist in Odonal Mines with effect from 20th November, 1968.

If not, to what relief is the workman entitled?"

[No. 24/53/69-LR IV.]

P. C. MISRA, Under Secy.

**(Deptt. of Labour and Employment)**

*New Delhi, the 17th September 1969*

**S.O. 3886.**—In exercise of the powers conferred by sub-section (1) of Section 13 of the Employees' Provident Funds Act, 1952 (19 of 1952) and in supersession of the notification of the Government of India in the late Ministry of Labour and Employment S. O. No. 1804 dated the 10th August, 1968, the Central Government hereby appoints Shri K. Vasudevan Nair to be an Inspector for the whole of the State of Madras and the Union Territory of Pondicherry for the purposes of the said Act and of any Scheme framed thereunder, in relation to any establishment belonging to, or under the control of the Central Government or in relation to any establishment connected with a railway company, a major port, a mine or an oil-field or a controlled industry.

[No. 20(9)/68-PF-I.]

*New Delhi, the 18th September 1969*

**S.O. 3887.**—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Standard Engineering Works, 1037, E. Rajaram Road, Kolhapur, have agreed that the provisions of the Employees' Provident Funds Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the first day of January, 1969.

[No. 8/84/68-PF-II.]

**S.O. 3888.**—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Rajen Company, G.T. Road, (Near Jagraon Bridge), Ludhiana-1 have agreed that the provisions of the Employees' Provident Funds Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the first day of January, 1969.

[No. 8/97/69-PF.II(i).]

S.O. 3889.—In exercise of the powers conferred by first proviso to section 8 of the Employees' Provident Funds Act, 1952 (19 of 1952), the Central Government, after making necessary enquiry into the matter, hereby specifies that, with effect from 1st January 1969, section 6 of the said Act shall in its application to Messrs Rajen & Company G.T. Road (Near Jagraon Bridge) Ludhiana-1 be subject to the modification that for the words "six and quarter per cent", the words "eight per cent" were substituted

[No. 8/97/69-PF II(ii) 1

DAIJIT SINGH Under Secy

अन रोज़ार और पुनर्गमन संवालय

(अन और रोज़ार विभाग)

नई दिल्ली, 17 सितम्बर, 1969

क्र० आ० 3890 —कर्मचारी भविष्य निधि अधिनियम, 1952 (1952 का 19) की धारा 13 की उप धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए और भारत सरकार के भूत-पूर्व अर्थ और नियोजन मंत्रालय की अधिसूचना न० आ० सं० 180-1 तारीख 10 अगस्त, 1968 को अधिसूचना करने वाले, केन्द्रीय सरकार उक्त अधिनियम तथा उसके अधीन विद्यमान किसी स्कीम के प्योरानों के लिये, श्री ए. दासदेव राय तथा केन्द्रीय सरकार के या उसके नियंत्रणाधीन किसी स्थापन के सम्बन्ध में, या (अथवा) रेलवे, गंगापवन, खाद्यान्न तथा नैसर्गिक या नियंत्रित उद्योग में संचालित किसी स्थापन के सम्बन्ध में संचालित मजदूर राज्य और राज्य-स्तर के निम्नलिखित द्वारा निर्दिष्ट विनियमन करती है।

[स 20 (9)/68-अ० 110-1

नई दिल्ली, 18 सितम्बर, 1969

क्र० अ० 3891 —केंद्रीय सरकार को यह प्रतीत होता है कि मैसर्स स्टैंडर्ड इजीनियरिंग वर्क्स 1037 ई० राजा राम रोड, काटलापुर नामक स्थान से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन की लागू किए जाने चाहिए,

अतः, अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्वारा लागू करती है।

यह अधिसूचना 1969 की जनवरी के प्रथम दिन को प्रवृत्त हुई समझी जाएगी।

[स० 8/84/68/अ० नि०]

क्र० अ० 3892 —केंद्रीय सरकार को यह प्रतीत होता है कि मैसर्स राजन एन्ड कम्पनी, जी० टी० रोड (जगराव पुल के पास), लुधियाना-1 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि अधिनियम 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए,

अतः, अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को एतद्वारा लागू करती है।

यह अधिसूचना 1969 की जनवरी के प्रथम दिन को प्रवृत्त हुई समझी जाएगी।

[स० 8/97/69/अ० नि० (i)]

कॉ० नॉ० 3893:—कर्मचारी भविष्य निधि अधिनियम, 1952 (1952 का 19) की धारा 6 के प्रथम परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, इस विषय में आवश्यक जांच कर लेने के पश्चात्, एतद्वारा यह विनिर्दिष्ट करती है कि पहली जनवरी 1969 से उक्त अधिनियम की धारा 6, मैसर्स राजन एण्ड कम्पनी, जी० टी० रोड, (जगराव पुल के पास), लुधियाना-1 को लागू होने के सम्बन्ध में इस उपान्तरण के अध्येक्षीत होगी कि “मवा छह प्रतिशत” शब्दों के लिए “ग्राट प्रतिशत” शब्द प्रतिस्थापित किए जाएं।

[स० 8/97/69-भ०नि०-३(ii)]

दलजीत सिंह, अवग सचिव।

(Department of Labour and Employment)

New Delhi, the 18th September 1969

**S.O. 3894.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Bombay, in the industrial dispute between the employers in relation to the Bombay Port Trust and their workmen represented by the Bombay Port Trust General Workers Union, Bombay which was received by the Central Government on the 12th September, 1969.

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No. 2 BOMBAY**

REFERENCE No. CGIT-2/6 OF 1968

**Employers in relation to the Bombay Port Trust**

**AND**

**Their Workmen**

**PRESENT:**

Shri N. K. Vani, Presiding Officer.

**APPEARANCES:**

*For the employers:* Shri R. K. Shetty, Deputy Legal Adviser, Bombay Port Trust, Bombay.

*For the Workmen:* Dr. S Maitra, General Secretary, B. P. T. General Workers' Union Bombay-9.

INDUSTRY. Port and Docks

STATE. Maharashtra

Dated the 28th August, 1969

**AWARD**

By order No. 28/59/65/LRIV, dated 22nd July 1965, the Government of India, in the Ministry of Labour and Employment, referred to the Central Government Industrial Tribunal, Bombay, for adjudication, an industrial dispute existing between the employers in relation to the Bombay Port Trust, Bombay and their workmen represented by the Bombay Port Trust General Workers' Union, Bombay, in respect of the matter set forth in the Schedule, mentioned below:—

**SCHEDULE**

“Whether the crews including Master of the Steam Anchor Hvy ‘Panvel’ are justified in claiming payment of an additional allowance for attending to the work connected with the buoys? If so, what should be the quantum of such allowance and from what date should it be given?”

2 Later on, the Central Government transferred this reference to this Tribunal No. 2 Bombay under Order No. 22/8/68-LR-II, dated 25th November 1968, for adjudication.

3. The facts giving rise to this reference are as follows:—

4. The Bombay Port Trust General Workers' Union, Bombay is a registered Trade Union. It represents the majority of the workers employed by the Bombay Port Trust under their Dy. Conservator in the Dock and Harbour Flotilla. Shri S. Maitra is the General Secretary of the Bombay Port Trust General Workers' Union, (hereinafter referred to as "The Union").

5. This Union had raised this dispute under its letter No. GW/P/17-42, dated 8th January 1965. It was as follows:—

"(i) All Lascars on 'Panvel' should be classified as Lascars 1st class and be given necessary scales of pay.

(ii) A post of Serang of Lascars or Tindel of Lascars should be sanctioned on 'Panvel'.

(iii) All members of the crew of 'Panvel' including Master should be granted a special allowance of Rs. 10/- per month for attending to the work of buoys and other work not normally performed by the flotilla crew.

(iv) Considering the extra responsibility shouldered by the Master of 'Panvel' and also considering the duties and responsibilities of the Master 'Panvel' which are no less onerous than the duties and responsibilities of the Masters 'Uran', 'Navah', etc. he should be placed on the scale of Rs. 240—8—280, of CCC equivalent to SPC scales and should be sanctioned an extra allowance of Rs. 30/- per month."

6. The Employers under their letter No. L/GEE-G(U)/341, dated 5th February 1965 informed the Union that—

"(i) Lascars on 'Panvel' have been classified as Lascars 1st class.

(ii) One post out of 10 temporary posts of Tindel of lascars created for the Harbour tugs should be continuously utilised on 'Panvel' for buoy work and when such post expires, the position should be reviewed with a view to providing a post of Tindel of Lascars on 'Panvel' on a regular basis.

(iii) The demands of the crew of 'Panvel' for grant of special allowance of Rs. 10 per month should be referred to adjudication under a joint application under Section 10(2) of the Industrial Disputes Act.

(iv) the revision of pay scale of Master 'Panvel' will be further discussed."

7. Under letter No. GW/P/17-42, dated 28th April 1965, the Union sent the draft regarding the terms of reference for reference of the dispute under Section 10(2) of the Industrial Disputes Act to an Industrial Tribunal. Those terms were as follows:—

"(i) Whether the crew of SAH 'Panvel' are entitled to claim payment of extra allowance of Rs. 10 per month per head on the ground that the nature of their work, duties and responsibilities are different from that of the crew of the Deputy Conservator's flotilla, if so, whether such payment should be with retrospective effect, and if so from what date?

(ii) Whether the Master SAH 'Panvel' is entitled to claim for being placed on the scale of Rs. 240—8—280 on the ground that the duties and responsibilities are not only equivalent to Masters of S.T 'Uran', 'Navah' etc. but is more onerous than the said Masters and if so from what date?"

8. The employers under their letter No. L/GEE-G(u)/1433/A dated 27th April 1965 gave the draft regarding the terms of reference as follows:

"Whether having regard to the Award of Shri Meher in reference ITCG No. 1 of 1963, the crews including Master of the Steam Anchor Hvy 'Panvel' are justified in claiming payment of an additional allowance for attending to the work connected with the buoys. If so, what should be the quantum of such allowance and from what date should it be given."

9. As the Union did not accept the terms of reference suggested by the employers, the employers under their letter No. L/GEE-G(u)/1578, dated 13th May 1965 gave a new draft regarding the terms of reference. It is as follows:—

"Whether the crews including Master of the S.A.H. 'Panvel' are justified in claiming payment of an additional allowance for attending to the work connected with the buoys, if so, what should be the quantum of such allowance and from what date should it be given."

10. As the employers informed the Union that unless the term of reference formulated by them on 13th May, 1965 (referred to above) were accepted by the Union, it would not be possible for them to agree to refer the dispute to the Industrial Tribunal under Section 10(2) of the Industrial Disputes Act, the Union accepted the term of reference.

11. Ultimately, both the parties made joint application to the Government of India for making reference of an industrial dispute existing between them in respect of the matter set forth in their application. In exercise of the powers conferred by Sub-section(2) of Section 10 of the Industrial Disputes Act, the Central Government referred this dispute to the Tribunal for adjudication.

12. Dr. Maitra on behalf of the workmen has filed written statement at Ex. 1/W on 13th April, 1966. According to him, in the past, whenever, 'Panvel' was required to lay buoy, the Harbour Master used to take the navigational responsibilities. The task of laying a buoy requires high amount of skill. Similarly the task of attending to a ship going to the break up yard or laying buoys for the waves meter equipment requires high amount of skill, risks and responsibility. Lascars on 'Panvel' are required to lift the buoys, chip off the paint and thereafter paint the buoy. They are required to lift the chains etc. de-rust the same and after attending again lay them. All these works are not performed by any other members of the flotilla crews working either under the Deputy Conservator or the Chief Engineer. As the work in connection with the buoys requires great skill, risk and responsibility, special allowance at the rate of Rs. 10/- per head per month from 21st September, 1961 be given to the Dock crews of 'Panvel'.

13. According to Dr. Maitra, 'Panvel' is a big craft having higher dimensions than 'Uran' and 'Navah'. Navigating 'Panvel' demands higher skill than navigating 'Uran' and 'Navah'. On account of this, in the past, whenever 'Panvel' used to go for laying buoys or other work, the Harbour Master used to go on Board the vessel and shoulder navigational responsibilities. Harbour Master no longer now shoulders navigational responsibility. This responsibility is now of the Master of 'Panvel'. Hence the Master of 'Panvel' should be paid the scale of pay as is available to the Masters on 'Uran', 'Navah', etc. i.e. Rs. 240—8—280. This demand has been supported by the Harbour Master in his confidential report to the General Manager.

14. Shri M. R. S. Captain, Legal Adviser, Bombay Port Trust has filed written statement at Ex. 2/E on 30th April, 1966, on behalf of the Trustees of the Port of Bombay (hereinafter referred to as 'The employers'). According to him, this Tribunal should be pleased to consider whether the present claim of the Union should not be dismissed in limine and whether the Union should once again be permitted to agitate a question which has already been considered by the Jeejeebhoy Committee and Shri Meher in Reference (IT-CG) No 1 of 1963. As the Wage Board is also seized of the present question, the same cannot be considered by this Tribunal. As the question of scale of pay of the Master of Panvel was gone into by Justice Lokur in 1954 under the Arbitration Act of 1940, and as the same was rejected by him the same cannot be considered again in this proceeding.

15. According to the employers, the mere fact that a particular Lascar or a set of Lascars forming the crew of a particular vessel may be required occasionally to carry out certain duties which are not usually carried out by some other Lascars or on some other vessel should not by itself enable such Lascar or Lascars to claim additional remuneration for such work since such a principle if admitted would have far reaching consequences and in fact every clerk working at every table in every department would be in a position to claim that he is doing some special kind of clerical work which his other fellow clerks are not required to do. The work of lifting a buoy or lowering it back in position after repainting does not involve any navigational skill. It is not correct that in the past Harbour Master used to take responsibility for such work. Harbour Master's presence is only required if and when a buoy has been required to be removed from its position and is to be subsequently replaced. There is no case for the revision of the scale of pay of the Master of the 'Panvel' or for the payment of any allowance either to the said Master or to the members of the crew for attending to the work connected with the buoys, because Shri Meher has awarded a special pay of Rs. 2/- only to the members of the crew and has enhanced the qualification allowance payable to the Master in reference (IT-CG) No. 1 of 1963. The Union's demand be rejected.

16. Points for consideration are as follows:—

- (i) Is the reference tenable?
- (ii) Whether the Master of 'Panvel' is not a workman within the meaning of S. 2(S)(iv) of the Industrial Disputes Act, 1947?
- (iii) Whether the Union's demand made out in its written statement Ex. 1/W paras. 25 and 26 for awarding the scale of Rs. 240—8—280 to the Master of 'Panvel', can be considered in this reference?
- (iv) Whether the crews including Master of the Steam Anchor Hoy 'Panvel' are justified in claiming payment of an additional allowance for attending to the work connected with buoys?
- (v) If so, what should be quantum of such allowance and from what date should it be given?

17. My findings are as follows:—

- (i) Yes.
- (ii) Master of 'Panvel' is a 'workman'.
- (iii) No.
- (iv) Yes (but the Engine Room staff of 'Panvel' is not entitled to this allowance in this reference).
- (v) Rs. 8/- per month per head from 22nd July, 1965 in addition to the special pay of Rs. 2/- per month allowed by Shri Meher to all Lascars.

#### REASONS

18. Point No. (1).—Shri R. K. Shetty, Dy. Legal Adviser (hereinafter referred to as 'Shri Shetty') for the Bombay Port Trust i.e. for the employers contends that as the Jeejeebhoy Committee had gone into the question of duties and responsibilities of the crew of 'Panvel' including the work of laying of buoy, it would be therefore improper for this Tribunal to go into the same question. This contention cannot be upheld.

19. The function of the Jeejeebhoy Committee was to examine the duties and responsibilities of the various posts and fit them into one or other of the scale of pay given in the attached schedule. In the light of the scale of pay of posts with comparable duties and responsibilities in other department of the Government (*vide* para. 6 of the Jeejeebhoy Committee Report). Relying on para. 6 and the scales given in the schedule attached to the Resolution, Shri Shetty says that the Jeejeebhoy Committee gave scale to Lascars of 'Panvel' which is not mentioned in the schedule and that this shows that their duties and responsibilities were taken into consideration. He also says that the Committee gave better scale on the basis of job evaluation. This contention of Shri Shetty is misconceived.

20. Lascars working on 'Panvel' are 1st grade Lascars. The Committee fixed the pay of 1st Grade Lascars, working on all vessels (except Pilot vessel) in the scale of Rs. 40—1—50. It is true that this scale is not found in the schedule attached to the resolution appointing the Jeejeebhoy Committee. It however, appears that this Committee did not allow higher grade but it allowed the grade, already granted by the Tribunal (Shri Das Gupta Award in reference No. 5 of 1957) to deck hands.

21. Para. 36 of the report of the Jeejeebhoy Committee shows that as regards Lascars (Shore and Flotilla crews), the Committee decided that the first group should consist of the Lascars and that they should be in a scale of pay of Rs. 40—1—50. It can be inferred from this that the Committee has not taken into consideration the question of additional allowance for attending to the work connected with buoys in respect of 'Panvel' crews.

22. In respect of Calcutta Port, item No. 284 on page 71 of the report of the Jeejeebhoy Committee, shows that Lascars (Anchor vessel) were given a scale of pay of Rs. 40—1—50 plus Rs. 8/- per month as special pay. Duty of Anchor vessel is to heave up buoy and to replace the same after doing necessary repairs and maintenance at the appointed place in the channel of navigation. This fact of allowing special pay to Lascars (Anchor vessel) in Calcutta Port clearly shows that the demand made by the Union in respect of 'Panvel' crews at Bombay in this reference was not considered by Jeejeebhoy Committee. As the present demand

of the Union was not considered by the Jeejeebhoy Committee and as it was not a statutory Committee, its report fixing Lascars in the grade of Rs. 40—1—50 does not come in the way of the present demand of the crews of 'Panvel'.

23. Shri Shetty contends that as Shri Meher has gone into the question of duties and responsibilities of 'Panvel', the Union's demand in respect of the same allowance in this reference cannot be entertained. He further contends that this reference itself is bad in law on the ground of principles analogous to the principles of *res judicata*. In my opinion, this contention cannot be upheld for the following reasons.

24. As the parties were not satisfied with the report of the Jeejeebhoy Committee, reference was made by the Central Government to Shri Meher. There were three references viz. 1/63, 3/63, and 1/64. The dispute which was specifically referred to Shri Meher was as follows:

"(a) Whether there are anomalies, in regard to any of the pay scales recommended by the tripartite Committee set up by the Resolution of the Central Government in the Ministry of Transport and Communications, Department of Transport No. 23-PLA(91)/58 dated the 23rd August, 1958, published in Part I of the Gazette of India Extraordinary of the 25th August, 1958, in respect of the categories of posts listed in the annexure;

(b) If so, what modifications, if any, should be made in the scales of pay recommended by the said Committee for the posts listed in the annexure, having regard to the directions contained in paragraph 2 of the said Resolution."

25. The question as to whether the crews including the Master of Panvel should be given additional allowance for attending to the work connected with buoys was not referred to Shri Meher in reference Nos. 1 of 1963, 3 of 1963 and 1 of 1964. The only dispute which was referred to him was to find out the anomalies in regard to any of the pay scales recommended by the Jeejeebhoy Committee and to suggest modifications, if any.

26. The parties to a reference cannot give jurisdiction to a Tribunal either by consent or by raising contentions before it in respect of the matter not referred to it by the Government under the provisions of the Industrial Disputes Act. If the Tribunal gives any award in respect of such matter not specifically referred to it, its decision or award in this respect would be no bar to the parties from raising a fresh industrial dispute in respect of such matter subsequently. Hence the contention of Shri Shetty that this reference is bad in law on the principles analogous to the principles of *res judicata* must fail.

27. Paragraph 21 in the Meher Award shows that the allowance of Rs. 16/- for passing qualification in respect of Masters, Serangs, Motor Engine Drivers of vessel was increased to Rs. 20/-. This qualification allowance has no concern with the demand for claiming additional allowance for attending to the work connected with buoys. Hence increasing qualification allowance of Rs. 16/- to 20/- per month in respect of Master of 'Panvel' by Shri Meher does not come in the way of present demand of the crews of the 'Panvel' including the Master.

28. The present reference has been made by the Central Government under sub-section 2 of Section 10 of the Industrial Disputes Act on the basis of joint application made by the parties to it for making reference in respect of specific matter set forth in the application. As the Bombay Port Trust agreed to make reference in respect of the demand in question it cannot now say that this reference is bad in law on the principles analogous to the principles of *res judicata*, because Shri Meher had gone again into the question of duties and responsibilities of 'Panvel' crews and given Rs. 2/- to the Lascars and Rs. 20/- to the Masters including the Master of 'Panvel'. It is interesting to note that the Bombay Port Trust under letter No. L/GEE-G(u)/1436/P dated 27th April, 1965 has given a draft regarding the term of reference as mentioned in paragraph 7 of this judgement. On account of Union's objection, the Bombay Port Trust authorities submitted another draft regarding the term of reference under letter No. L/GEE-G(u)/1578 dated 13th May, 1965 as mentioned in paragraph 8. On reading these two drafts regarding the term of reference, it is crystal clear that by conduct, the employers gave up their stand that this reference was bad because Shri Meher had gone into the question of duties and responsibilities of 'Panvel' crew and given Rs. 2/- to the Lascars and Rs. 20/- to the Masters including the Master of 'Panvel'.



29. Shri Shetty contends that as the Wage Board is also seized of the question of constructing proper wage scale and special allowances if any, for all workmen of the Bombay Port Trust including the crews of 'Panvel', it would be improper for the Tribunal to go into the question of wages including the special allowances having regard to the scheme of evolution of the Industrial relations in the country.

30. The Port and Dock Workers' Wage Board is not constituted under the provisions of any statute. It is constituted in pursuance of the recommendations made in paragraph 25 of Chapter XXVII of the Second Five Year Plan and in paragraph 20 of Chapter XV in the Third Five Year Plan. The recommendations of the Wage Board are not binding on either the employers or the workmen. The Wage Board merely submits its recommendations to the Government for its consideration. These recommendations have no binding legal character or force which the Awards of the Industrial Tribunal have. This reference in respect of additional allowance for attending to the work connected with buoys is not bad in law. I do not think that it would be improper for this Tribunal to go into the question of special allowance in question. I am therefore, unable to accept the contention raised by Shri Shetty in this respect.

31. For the reasons given above, all the preliminary objections referred to above and raised by Shri Shetty fail. I, therefore, hold that the present reference is tenable and record my finding on Point No. (1) in the affirmative.

32. **Point No. (ii).**—Shri Shetty, contends in his argument that the Master of 'Panvel' is not a workman within the meaning of Section 2(s)(iv) of the Industrial Disputes Act, 1947.

33. A perusal of the written statement dated 30th April, 1966 (Ex. 2/E) shows that the Bombay Port Trust has not taken a specific stand that the Master of 'Panvel' is not a workman within the meaning of Section 2(s)(iv) of the Industrial Disputes Act, 1947. The employers have not also given any application for permission to amend the written statement dated 30th April, 1966, with a view to allow them to take a stand that the Master of 'Panvel' is not a workman. Hence the contention that the Master of 'Panvel' is not a workman within the meaning of Section 2(s)(iv) of the Industrial Disputes Act, 1947, taken for the first time by Shri Shetty at the time of his argument cannot be considered.

34. Assuming for the sake of argument, that this contention can be raised for the first time at the time of the argument, I am of the view that the Master of 'Panvel' is a workman within the meaning of Section 2(s)(iv) of the Industrial Disputes Act, 1947.

35. Section 2(s) of the Industrial Disputes Act, 1947, is as follows:—

"(s) 'workman' means any person (including an apprentice) employed in any industry to do any skilled or unskilled manual, supervisory, technical or clerical work for hire or reward, whether the terms of employment be express or implied and for the purposes of any proceedings under this Act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with or as a consequence of, that dispute or whose dismissal, discharge or retrenchment has led to that dispute; but does not include any such person—

- (i) who is subject to the Army Act, XLVI of 1950 or the Navy (Discipline) Act XXXIV of 1934; or
- (ii) who is employed in the Police Service or as an officer or other employee of a prison, or
- (iii) who is employed mainly in a managerial or administrative capacity; or
- (iv) who being employed in a supervisory capacity, draws wages exceeding five hundred rupees per mensem or exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature."

36. Shri Shetty relies on the evidence of Harbour Master Shri S. Chatterjee, Ex. 13/W, to show that the Master of 'Panvel' is not a workman within the meaning of Section 2(s)(iv) of the Industrial Disputes Act, 1947. According to Shri Chatterjee, Master of Panvel does the supervisory work but in the interest of safety of seamen, he also lends a hand on manual work as he would also be inclined to do. Master of 'Panvel' draws the fixed overtime of Rs. 400/- Master does not get overtime when the 'Panvel' is laid up.

37. In Ex. 6/E, scale of pay of Master is given. It is Rs. 205—7—240. In the month of March, 1968, he got Rs. 240/- basic pay, Rs. 137/- Dearness Allowance, Rs. 11.80 Interim Relief, Rs. 36/- House Rent Allowance, Rs. 19.20 City Compensatory Allowance, Rs. 12/- Holiday Camp Allowance and Rs. 400.90 Fixed Overtime Allowance under the Minimum Wages Act. In all he got Rs. 856.90. In June, 1965, the Master got Rs. 739.20 as detailed below:—

Basic Pay	Rs. 240.00
Dearness Allowance	Rs. 81.00
Interim Relief	Rs. 7.80
House Rent Allowance	Rs. 36.00
City Compensatory Allowance	Rs. 19.20
Holiday Camp Allowance	Rs. 12.00
Fixed Overtime Allowance	Rs. 343.20
<b>Total</b>	<b>Rs. 739.20</b>

38. Ex. 13/E gives the list of duties and responsibilities of Class I Lascars and Masters. Duties and responsibilities of the Master are as follows:—

(i) Out door Duty.

(ii) To take command of large tugs and large launches and vessels employed in the Harbour and Docks.

39. It is not the case of Shri Shetty that the Master of 'Panvel' is employed mainly in a managerial or administrative capacity. What he says is that the Master of 'Panvel' is not a workman within the meaning of Section 2(s)(iv) of the Industrial Disputes Act, 1947, because he gets more than Rs. 500/- per month and because he does supervisory work.

40. From the evidence of Shri S. Chatterjee referred to above it is clear that the Master of 'Panvel' does some manual work in addition to Supervisory work. As the Master of 'Panvel' does some manual work, it cannot be said that his duties are exclusively supervisory work.

41. As regards an employee, who is employed in a supervisory capacity he will not be a workman within the meaning of Section 2(s)(iv) of the Industrial Disputes Act, 1947, if he draws wages exceeding Rs. 500/- per month. Hence the point for consideration is whether the Master of 'Panvel' draws wages more than Rs. 500/- per month.

42. Shri S. Chatterjee's evidence, Ex. 18/W, shows that the Master of 'Panvel' does not get the fixed overtime allowance of Rs. 400/- when the 'Panvel' is laid up. It means that overtime allowance is not given to the Master throughout the year. If that is so, during the period 'Panvel' is laid up, Master of 'Panvel' will get usual wages except overtime allowance of Rs. 400/-. If this amount is deducted from the total wages of the Master of 'Panvel' for the month of June, 1965, his wages would come to Rs. 339.20. On the same basis his wages for the month of March, 1968 would come to Rs. 456.90. If the overtime allowance is included in the wages of the Master 'Panvel' for considering as to whether he is a workman or not, the result would be that he would be a workman during the time 'Panvel' is laid up, but a non-workman during other time when 'Panvel' is not laid up. This would create anomalous position. It, therefore, appears to me that overtime allowance which the Master of Panvel gets for some months during a year should not be included in his wages for finding out as to whether his wages exceed Rs. 500/- or not. Similarly House Rent Allowance and City Compensatory Allowance should not be also taken into consideration because they vary from place to place. The wages that can be considered for this purpose would be his Basic Pay, Dearness Allowance and Interim Relief. If they are only taken into consideration, it would be clear that his monthly wages would be less than Rs. 500/- per month. Hence even if the Master of 'Panvel' is employed in a supervisory capacity he would be a 'workman' within the meaning of Section 2(s)(iv) of the Industrial Disputes Act, 1947, as his wages do not exceed Rs. 500/- per month. I therefore, hold that the Master of 'Panvel' is a workman and record my findings on Point No. (ii) as above.

43. Point No. (iii).—Shri Shetty contends that the question of scale of pay of the Master of 'Panvel' was gone into by Justice Lokur in 1954 under the Arbitration Act of 1940 and that as he had rejected the demand for revision of pay of the Master of 'Panvel', the same cannot be entertained by this Tribunal.

"It is the submission of this Union that Deputy Conservator and the Harbour  
44. From the two documents viz,—

- (i) Ex. 7/E, extract of paragraphs 24 to 28 of the statement of claim dated 10th November, 1954 filed by the General Secretary, Bombay Port Trust General Workers' Union before Shri N. S. Lokur, Arbitrator on the question of revision of the grades of the Master of ST 'Zephyr' and S. A. H. 'Panvel' and
- (ii) Ex. 8/E extract from the Award dated 29th December, 1954 by Shri N. S. Lokur, Arbitrator, on Demand No. 3 for revision of the grades of the Junior Engineers, S. T. Doris and the Masters of S. T. 'Zephyr' and S. A. H. 'Panvel'.....

It is clear that Justice Lokur rejected the Union's demand for the revision of scale of the pay of the Master of 'Panvel'

45. Justice Lokur gave his award on 29th December, 1954. The present demand regarding revision of pay of the Master of 'Panvel' has to be considered in 1969. About 15 years have elapsed after the Award of Justice Lokur. It is common ground that situation and circumstances in 1969 are not the same as were in 1954. Cost of living has gone high abnormally. As there is change in the circumstance, the finding of Justice Lokur given in 1954 would not operate as a bar to the present demand for revision of pay of the Master of 'Panvel'.

46. Shri Shetty contends that during the last 10 years there were not less than 10 upward revisions in the Dearness Allowance of all employees including 'Panvel' crew and Master. After 1964, Wage Board has given interim relief on two occasions. Even if there be change in circumstance between 1965 and 1969. It was adequately met by upward revisions in the scale of Pay and Dearness Allowance and hence on account of Justice Lokur's decision, the present demand for revision of pay of the 'Master of Panvel' is barred by *res judicata*. This contention is misconceived.

47. As the circumstances have changed, between 1954 and 1969, the present demand cannot be rejected on the ground of principle analogous to the principle of *res judicata*. At the most Shri Shetty can contend that the present demand is not justified as the Wage Scale has already been revised but he cannot raise the bar of *res judicata*.

48. In the original written statement Ex. 1/W dated 13th April, 1966, paragraph No. 26 was as follows:—

"It is the submission of this Union that Deputy Conservator and the Harbour Master in their confidential report to the General Manager have supported the demand raised by the Union and have expressed the opinion that the Master should be placed on the higher scale of pay. It is, therefore, the prayer of this Union that the Hon'ble Tribunal should be pleased to award the scale of Rs. 240—8—280 to the Master of 'Panvel' with effect from 20th September, 1961, when the demand was raised by the Union."

49. On 18th June, 1969, the General Secretary, Bombay Port Trust General Workers' Union gave application, Ex. 17/W, for correcting the written statement, Ex. 1/W. In respect of paragraph 26, his prayer was as follows:—

"(b) After the words the Harbour Master, in the second line of para. 26, the word 'their' should be corrected to read 'his'.

(c) The last four lines, para. 26 starting with the words 'It is' and ending with the word 'Union' should be removed."

As the other side had no objection, the same correction was allowed.

50. In view of the amendment of para. 26 in Ex. 1/W, it is clear that there is no prayer of the employees that this Tribunal should award the scale of Rs 240—8—280 to the Master of 'Panvel' with effect from 20th September, 1961 when the demand was raised by the Union. As there is no prayer for awarding the scale of pay of Rs. 240—8—280 to the Master of 'Panvel' in the written statement Ex. 1/W, the same cannot be granted.

51. It appears from para. 11 of the written statement Ex. 1/W, that this Union had raised a dispute under its letter No. GW/P/17-42 dated 8th January, 1965 in respect of 4 demands including the demand that the scale of Rs. 240—8—280 be applied to the Master of 'Panvel'. The employers by their letter No. L/GEE-G(u)/ 344 dated 5th February, 1965 informed the Union that the revision of pay scale

of the Master of 'Panvel' will be further discussed and that the demand of the crew for grant of special allowance of Rs. 10/- per month should be referred to adjudication.

52. The present reference made by the Government of India on the basis of joint application of both the parties is only in respect of additional allowance for attending to the work connected with the buoys. It is not in respect of the scale of pay of Rs. 240—8—280 to be applied to the Master of Panvel. Hence the Union's demand in respect of scale of pay of Rs. 240—8—280 to be given to the Master of 'Panvel' cannot be considered in this reference. The Union will have to raise a fresh industrial dispute in this respect. Hence my finding on this point is as above.

53. **Point No. (iv).**—The important point for consideration is whether the crews including Master of the Steam Anchor Hoy 'Panvel' are justified in claiming payment of an additional allowance for attending to the work connected with buoys. My finding on this point is in the affirmative for the following reasons.

54. Shri Shetty contends that the claim of the Union for special allowance for attending to the work connected with buoys is stale and that it should be rejected. This contention cannot be accepted.

55. The Union by its letter No. GW/P/17-42 dated 8th January, 1965 referred to in para. 11 of Ex. 1/W raised a dispute regarding various demands including the one for special allowance. The Bombay Port Trust by its letter No. L/GEE-G(u)/344 dated 5th February, 1965, referred to in para. 12 of the Ex. 1/W, informed the Union that the demand for special allowance should be referred to adjudication under a joint application under Section 10(2) of the Industrial Disputes Act, 1947. In view of this, it cannot be said that the present demand for special allowance for attending to the work connected with buoys is stale and that it should fail on this ground.

56. Shri Shetty contends that as the workman on 'Panvel' are given principally the work of laying buoys and of carrying water whenever necessary and as they do not perform the other numerous duties of Flotilla crew, they cannot claim special allowance for attending to the work of buoys.

57. As the workmen on 'Panvel' in substance claim special allowance on the ground that the work connected with buoys involves risk, hazard and danger to life and because it requires special skill, it cannot be, therefore, said that they should not be given special allowance, simply because they are principally given work of laying buoys and of carrying water and because they do not perform the other numerous duties of Flotilla crew. Hence Shri Shetty's contention in this respect cannot be accepted.

58. Shri Shetty contends that as the demands for revision of scale of pay of the Master of 'Panvel' and the demand for the special pay of Rs. 10/- per month was categorically rejected by the Higher authorities i.e. Deputy Conservator who is the Head of the Department and superior to Shri Chatterjee, the same cannot be granted by this Tribunal.

59. The Deputy Conservator by his letter No. E2-U/9625 dated 31st October, 1961 (vide copy Ex. 10/E) informed the Secretary, Bombay Port Trust as follows:—

"Sub.—Grievances of the crew working on Anchor Hoy 'Panvel'. With reference to your Memo No. PU/GEE-G(u)/1657 dated the 9th October, 1961, I have to inform you as under:—

The Anchor Hoy 'Panvel' is mainly utilised for buoy work and whenever she is not engaged on such work, she supplies fresh water to vessel in steam and the Prongs Light House.

As regards the demand of the Union, I have to remark *ad-seriatim* as follows:—

- (a) The grade of the Lascars has already been revised and this class of employees has been placed in Group I by the Jeejeebhoy Committee.
- (b) There is no justification for increase in the present sanctioned staff of this vessel, as the number is found to be quite adequate for the work carried out by them.
- (c) The members of the crew and the Master are solely engaged for doing this particular work on the Anchor Hoy 'Panvel' and there appears to be no justification for the special allowance of Rs. 10/- per month as demanded, as the duties they perform are of the

prescribed nature on a vessel doing buoy-work in the harbour, and there is also no other additional work allotted to this vessel for which extra remuneration is now asked for.

- (d) Originally, there used to be a Syrang incharge of this craft. The pay and the post of syrang has subsequently been upgraded to that of a Master. The increase now asked for does not justify the claim and therefore the demand is untenable.'

60. It appears that the General Secretary of the Bombay Port Trust General Workers' Union, by his letter dated 28th September, 1961 (vide copy Ex. 9/E) had made grievances on behalf of the crew working on Anchor Hoy 'Panvel'. In connection with this the Deputy Conservator submitted his view to the Secretary, Bombay Port Trust. It is clear from these two documents Ex. 9/E and 10/E that the Union's demand for special allowance of Rs. 10/- per month was rejected. It also appears that in 1965, the Union by its letter No. GW/P/17-42 dated 8th January, 1965 again raised various demands including the one for special allowance. The Bombay Port Trust by its letter No. L/GEE-G(u)/344 dated 5th February, 1965 informed the Union that the demand for special allowance should be referred to adjudication under a joint application under Section 10(2) of the Industrial Disputes Act, 1947. In view of this, it cannot be said that the Union's demand in this reference cannot be considered by this Tribunal. This dispute was required to be referred for adjudication to the Tribunal because the Bombay Port Trust authorities were not prepared to grant special allowance of Rs. 10/- per month. Rejection of this demand by the Deputy Conservator is no ground to reject this reference.

61. Ex. 6/E is the statement, which shows the monthly emoluments of all members of the crew and the Master of S. A. H. 'Panvel' for the month of March, 1968 and June, 1965. Relying on this statement, Shri Shetty contends that as the employees on 'Panvel' are paid very handsomely, they are not entitled to claim special allowance. I am unable to accept this contention.

62. The dispute is about special allowance for attending to the work of buoys by the crews of 'Panvel'. They base their claim on certain grounds and we have to see whether these grounds are established and whether there is justification for granting the allowance, taking all circumstances into consideration.

63. Shri Shetty contends that the Engine room crews are not at all concerned with the work of buoys and that they are not entitled to claim special allowance.

64. Paragraph 27 in Ex. 1/W of the Union has been amended as per order on application Ex. 19/W dated 19th June, 1969 given by the Union. After amendment, the relevant portion of para. 27 in Ex. 1/W is as follows:—

"It is the submission of this Union that the Hon'ble Tribunal should be pleased to award for the Dock crew of 'Panvel' grant of special allowance at the rate of Rs. 10/- per head, per month with effect from 20th September, 1961."

65. Shri S. Chatterjee, Harbour Master (Ex. 18/W) examined on behalf of the employees, admits in his cross-examination by Shri Shetty that the engine room staff is not concerned with the buoys work and that they do not run any risk in connection with the work of buoys.

66. In view of the amended pleadings of the Union and the admission of Shri S. Chatterjee, it is clear that the Engine room staff of Panvel is not concerned with the buoys work. It means that only Deck crews of 'Panvel' are concerned with the work of buoys. Hence the Engine crew staff of 'Panvel' is not entitled to special allowance. I, therefore, accept the contention of Shri Shetty in this respect.

67. Shri Shetty contends that the granting of any allowance would have far reaching consequences on Lascars and other workmen similarly placed in Port Employment and other departments of the trustees, and that on account of this special allowance be not allowed to the crews of 'Panvel'. This contention is misconceived. If special allowance is granted to the crews of Panvel for attending to the work of buoys on the ground of risk, hazard and danger to life in doing this work it would have no far reaching consequences on Lascars and other workmen in Port employment and other departments of the trustees. Every case has to be considered on its facts and circumstances. The fear entertained by Shri Shetty is purely imaginary. It is not based on any substantial material on record.

68. According to Shri Shetty, there are about 600 categories of employees, the Port Trust. The work of each of these employees, broadly speaking is different from the other. If each duty is given some weightage and some allowance, there will be number of industrial disputes in the Port Trust.

69. What Shri Shetty wants to say is that crew of 'Panvel' should not be given special allowance for doing the duty of attending to the work of buoys and that if it is allowed there will be number of industrial disputes in the Port Trust. This fear is also baseless. On account of granting of special allowance to the crews of 'Panvel' for attending to the work connected with buoys there will not be number of industrial disputes in the Trust.

70. It is true that each duty cannot be given weightage and that special allowance cannot be granted for doing each different work. I am not allowing special allowance to the crew of 'Panvel' because their duties are different from those of other Lascars on the Flotilla, but I am considering their claims on the ground of risk, hazard and danger to life in doing the work. Hence the contention raised by Shri Shetty in this respect, cannot be accepted.

71. Shri Shetty contends that the Bombay Port Trust agreed for this reference because the workmen refused to carry out the buoys work and threatened to go on strike, and that this reference is not voluntary. This contention cannot be accepted.

72. If this reference was not voluntary, they should have either moved the Government for not making reference or filed a civil suit for obtaining necessary declaration and injunction. As they have failed to do so, it cannot be said that this reference is not voluntary and that it is the result of coercion.

73. Shri Shetty contends that the trustees have taken a broader view of the whole before rejecting the demand for special allowance and that the same be not allowed now. It is true that the Trustees have rejected the Union's demand for special allowance but it is no ground by itself to reject this demand for special allowance. As the trustees rejected the demand the reference has been made to the Tribunal. The Tribunal has to find out from the material on record as to whether there is justification for this demand or not.

74. Shri Chatterjee, Harbour Master, was examined as a witness on behalf of the employees. His evidence is at Ex. 18/W. According to him, the different duties performed by the deck crew of 'Panvel' are as follows:—

- "(1) In connection with the supply of water to ships.
- (2) In connection with the placing and lifting of navigational buoys in the harbour.
- (3) In connection with the upkeep of the navigational buoys (i.e. cleaning, removing rust and re-painting).
- (4) The retrieval of anchor and cable attached thereto from the sea-bed.
- (5) The crew of Panvel attend to Slings of Prong's Reef buoy which was formerly done by workshop staff.
- (6) The crew of Panvel attend to the chipping and painting of buoys which do not require attention from workshop and which are not deposited on shore.
- (7) The crew of the Panvel are required to go on to buoys in order to attach the Slings by means of which the buoys are lifted out of the water.
- (8) If the buoy sinks on account of any cause the Panvel deck crews search for it and bring it up."

The Panvel deck crew attends to the mooring of the training ship Dufferin. All buoys are placed in the water and taken out of the water by the 'Panvel' crew. The deck crew is exposed to the peculiar risk involved in handling buoys and chains and anchors. The operation in connection with buoys involves team work. The nature of this work is hazardous and risky. All Lascars working in other vessels have not to work in connection with operation of buoys in the harbour. It is only the Lascars and deck crew in 'Panvel' who perform the work in connection with buoys in the harbour. Work in connection with buoys requires some skill and experience.

75. Shri Chatterjee's evidence shows that the persons concerned in connection with the operation of buoys are as follows:—

"Deck crew which would include the Master, The Syrang, or Tindel of Lascars, the Lascars themselves."

His evidence also shows that the work regarding attending to buoys and lifting and replacement and painting are generally carried out during the fine weather months i.e. from October to May, and that even in rainy season this work is to be carried out in case of emergency if the weather permits. He also states that 'Panvel' crews attend to the work of lifting and replacing Prong Reef Light Buoys once in a year.

76. From the evidence of Shri S. Chatterjee, I find that the deck crews of 'Panvel' carry out general duties which are carried out by the deck crew of other tugs such as going aloft the mast, pulling and whipping, making fast wire, pulling a rope and chain stopper fixing back springs, etc. In addition to the general duties, the Panvel crews are given the work of attending to operation of buoys and carrying water. The operation in connection with buoys involves team work and requires skill and experience. The nature of this work is hazardous and risky. Shri Chatterjee is of the opinion that the persons concerned in this work should be given some incentive for doing this work.

77. Shri Shetty contends that Shri Chatterjee has undue sympathy for the workmen working directly under him and that his opinion cannot be said to be impartial. I am unable to accept this contention.

78. It is true that the employees work directly under him but this is no ground to resume that he has got undue sympathies for them and that he wants to favour them by telling falsehood. A perusal of his evidence shows that he has given his evidence in a most straight forward manner. There is nothing in his cross-examination which goes against him. He has impressed me as a witness of truth. He is high official in the Bombay Port Trust, holding the post of high responsibility. I do not think he has any personal interest in giving evidence. I am satisfied that he is a witness of truth and that his evidence deserves reliance. I, therefore, accept the same.

79. Shri Shetty contends that 'Panvel' men do not do towing work, that the 'Panvel' crews attend to the work of the Prongs Reef Buoys only once in a year, and that performance of duty once in a year does not call for the payment of any special allowance.

80. It is true that the 'Panvel' crews do not do the towing work, and that they attend to the work of Prongs Reef Buoys only once in a year. The special allowance claimed by the 'Panvel' crew is not only for attending to the work of Prongs Reef Buoys, but for doing all work connected with other buoys. The work regarding attending the buoys, lifting, replacement and painting is carried out during the fair weather i.e. from October to May and in rainy season also, in case of emergency. This work involves risk, hazard and danger to life. It requires skill and experience. Hence the contention raised by Shri Shetty for not allowing special allowance for this work cannot be accepted.

81. Shri Shetty contends that as the risk involved in the buoys work is not greater than the risk involved in climbing along the mast of a ship, 'Panvel' crews should not be allowed special allowance.

82. 'Panvel' crews do the duty of climbing along the mast of a ship. In addition to this they have to do the duty of attending to buoys. The evidence on record shows that this work of attending to buoys work requires skill and experience. It is also risky and hazardous. It means that 'Panvel' crew has to take more risk than other crews who attend to the work of climbing along the mast of other Flotilla. Hence Shri Shetty's contention in this respect is difficult to accept.

83. According to Shri Shetty, practically in every work of the Port there is an element of danger. If we go on magnifying the dangers, the object of bringing about uniformity and rationalisation in the scales of pay of similar categories in various Ports would be brought to an end. If we go on introducing an element of special pay for each and every duty, there would be thousands of special pays for thousands of categories in Ports in the Country, creating all round confusion.

84. In this case, allowing special allowance to 'Panvel' crew for attending to the work of buoys on the ground of risk, hazard, etc. would not amount to introducing an element of special pay for each and every duty. It is true that in

every work of the Port Trust, there is an element of some danger, but the degree of element of danger varies with post to posts. If some posts involve risk and hazard and danger to life more than in other posts, there should not be any difficulty in placing such posts on different footing. This would not result in disturbing the uniformity and rationalisation, in the scales of pay of similar categories. I am therefore, unable to accept the contention of Shri Shetty referred to above.

85. Dr. Maitra, the General Secretary of the Bombay Port Trust General Workers' Union contends that the crews of 'Panvel' are doing a special job and that on account of this special allowance to be given to them.

86. From the evidence of Shri Chatterjee (Ex. 18/W), it is clear that the deck crews on 'Panvel' carry out general duties which are carried out by the deck crews of other tugs. In addition to these duties, the deck crews on 'Panvel' do the work of attending to operation of buoys and carrying water as the craft is designed and utilised for that purpose. The other deck crews do not perform these special duties. There can be no doubt that attending to the operation of buoys by the deck crews of 'Panvel' is a special type of work. This work requires special skill and experience. It involves risk, hazard and danger to the life of the workers concerned. Hence special allowance deserves to be given to these workers.

87. It is contended that attending to operation of buoys by the deck crews on 'Panvel' is a part of their normal duties and that they should not be given any special allowance. It is true that attending to the operation of buoys by the deck crews is a part of their normal duties but this work requires skill and experience. It is also risky, hazardous and dangerous. Hence special consideration for doing this work has to be given. The Bombay Port Trust authorities are giving Caisson allowance to the employees for handling of the caisson, a floating craft, though the caisson work forms part of the normal duties of the employees concerned, because it is a special type of job which can be done only by experienced workers and because of handling of Caisson requires skill, strain and fatigue. Hence special allowance to the deck crews on 'Panvel' for attending to operation of buoys cannot be denied on the ground that this work is a part of their normal duties and because the 'Panvel' is designed and utilised for that purpose.

88. There is another instance in the Bombay Port Trust regarding the grant of special allowance. A special allowance of eight annas per head to the shore crew of Butcher Island for carrying out the work of mooring and unmooring ships at Pir Pau Jetty is being given though mooring and unmooring of ships or floating crafts etc. are part of the normal duties of the shore crews of the Dy. Conservator's department.

89. Report of the Jeejeebhoy Committee shows that in respect of Calcutta Port, Lascars (On Anchor vessel) are given a grade of Rs. 40-1-50 plus Rs. 8 per month special pay. (See serial No. 284 Lascars on page 71 of the report of Jeejeebhoy Committee). There can be no doubt that these Lascars are getting special allowance of Rs. 8 per month for attending to the work connected with buoys.

90. According to Dr. Maitra of the Union, the duty of Anchor Vessel at Calcutta is to heave up buoy and to replace the same after doing necessary repairs and maintenance at its appointed place in the channel of Navigation. These Lascars Anchor vessel at Calcutta are getting Rs. 8 per month as special pay with effect from October, 1957. As the duties performed by the Deck crews on 'Panvel' at Bombay Port Trust are similar to the duties performed by Lascars (Anchor Vessel) at Calcutta, deck crews on 'Panvel' should be also given special allowance.

91. Shri Shetty intervened while Dr. Maitra was giving reply and referring to the case of Lascars (Anchor vessel) at Calcutta and said that the case of Lascars (Anchor vessel) at Calcutta be not taken into consideration as there is no reference about it in the written statement and as the conditions at Calcutta Port are different from those prevailing in Bombay Port. This contention of Shri Shetty cannot be accepted.

92. As the duties performed by the Lascars (Anchor vessel) at Calcutta and by the crews of 'Panvel' in connection with the work connected with buoys are the same, the fact that they get special pay of Rs. 8 per month for this work can be taken into consideration for considering whether special allowance should be given to the crews of 'Panvel' for doing the same work. In my opinion if special allowance is not given to the Deck crews of 'Panvel' for attending to the work connected with buoys. It would create heart burning and unrest. If Lascars (Anchor vessel) at Calcutta get special allowance for attending to the work of buoys, why



should not the crews of 'Panvel' at Bombay get the same. There is no justification in refusing to give this allowance to the crews of 'Panvel'.

93. In short, considering the oral and documentary evidence on records and the arguments of both sides, I hold that the deck crews of Panvel including the Master, are justified in claiming payment of an additional allowance for attending to the work connected with buoys but the Engine room staff on 'Panvel' is not entitled to this allowance in this reference. Hence my finding on this point is as above.

94. **Point No. (V).**—Dr. Maatra for the Union contends that this allowance should be given at the rate of Rs. 10 per month with effect from 1961. On the other hand Shri Shetty contends that no retrospective effect should be given and that it should be given with effect from the date of this reference.

95. From the Union's letter, Ex. 9/E, dated 28th September, 1961, addressed to the Secretary of the Bombay Port Trust, it appears that the Union had demanded a special allowance of Rs. 10 per month per head for doing the work in connection with buoys. The Bombay Trust authorities turned down this demand (vide letter dated 31st October, 1961, Ex. 10/E). Thereafter, the Union again raised a dispute as mentioned in its letter No. GW/P/17-42, dated 8th January, 1965. The employers informed the Union by their letter No. L/GEE-G(u)344, dated 5th February, 1965 that the demand of the crews of 'Panvel' for grant of special allowance of Rs. 10 per month should be referred to adjudication under a joint application under Section 10(2) of the Industrial Disputes Act, 1947. In view of these circumstances it appears to me that the special allowance should be allowed with effect from the date of reference to this Tribunal i.e. 22nd July, 1965 and not with effect from 1961.

96. The next point is what should be the amount of special allowance: The Union claims Rs. 10 per month per head. Lascars (On Anchor vessel) at Calcutta get Rs. 8 per month per head as special pay for doing the duties, similar to those of the crews of 'Panvel'. It therefore appears to me that the crews of 'Panvel' should be given Rs. 8 per month per head as special allowance or special pay.

97. It appears that Shri Meher in his award in reference (IT-CG) No. 1 of 1933, 3 of 1963 and 1 of 1964 has allowed Rs. 2 per month as special pay in addition their grade pay. The special allowance of Rs. 8 per month per head to the crews of 'Panvel' should be in addition to the allowance which Shri Meher has allowed to them alongwith other Lascars on other Flotillas. Hence my finding on Point No. (v) is as above.

98. In view of the above findings, I pass the following order.

#### ORDER

1. It is hereby declared that the deck crews including the Master (but excluding the Engine Room Staff) of the Steam Anchor Hvy 'Panvel' are justified in claiming payment of an additional allowance for attending to the work connected with the buoys at the rate of Rs. 8 per month per head with effect from 22nd July, 1965 and that this special allowance shall be in addition to the special pay of Rs. 2 per month allowed by Shri Meher to all Lascars.
2. Award is made accordingly.
3. No order as to costs.

(Sd.) N. K. VANI,

Presiding Officer,

Central Government Industrial Tribunal No. 2, Bombay.

[No. 28/59/69-LRIV.J

C. RAMDAS, Dy. Secy.

(Department of Rehabilitation)

(Office of the Chief Settlement Commissioner)

New Delhi, the 18th September 1969

S.O. 3895.—In exercise of the powers conferred by Sub-section (1) of Section 6 of the Administration of Evacuee Property Act, 1950 (XXXI of 1950), the Central

Government hereby appoints for the State of Kerala, Shri O. P. Narula, Accounts Officer (Junior) at Calicut in the Office of the Asstt. Settlement Commissioner Incharge, Bombay, as Assistant Custodian of Evacuee Property for the purpose of discharging the duties assigned to Custodians by or under the said Act.

[No. 4(4)AGZ/68.]

**S.O. 3896.**—In exercise of the powers conferred by clause (a) of Sub-section (2) of Section 16 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (44 of 1954), the Central Government hereby appoints for the State of Kerala, Shri O. P. Narula, Accounts Officer (Junior) at Calicut in the Office of the Asstt. Settlement Commissioner Incharge, Bombay, as Managing Officer for the custody, management and disposal of compensation pool.

[No. 4(4)AGZ/68.]

A. G. VASWANI,

Settlement Commissioner (A) & Ex-Officio Under Secy.

## MINISTRY OF INFORMATION AND BROADCASTING

### ORDERS

*New Delhi, the 15th September 1969*

**S.O. 3897.**—In pursuance of the directions issued under the provisions of each of the enactments specified in the First Schedule annexed hereto, the Central Government after considering the recommendations of the Film Advisory Board, Bombay hereby approves the film specified in column 2 of the Second Schedule annexed hereto in Gujarati to be of the description specified against it in column 6 of the said Second Schedule.

#### *The First Schedule*

(1) Sub-Section 4 of the Section 12 and Section 16 of the Cinematograph Act, 1952 (Central Act XXXVII of 1952).

(2) Sub-section (3) of Section 5 and Section 9 of the Bombay Cinemas (Regulation) Act, 1953 (Bombay Act XVII of 1953).

(3) Sub-Section (4) of Section 5 and Section 9 of the Saurashtra Cinemas (Regulation) Act, 1953 (Saurashtra Act XVII of 1953).

#### *The Second Schedule*

Sl. No.	Title of the film	Length 35mm	Name of the Applicant	Name of the Producer	Whether a Scientific film or a film intended for educational purposes or a film dealing with news & current events or a documentary film.
1	2	3	4	5	6
1	Mahitichitra No. 112	231·34 M	Director of Information Government of Gujarat, Sachivalaya Ahmedabad.		Film dealing with news and current events (For release in Gujarat Circuit only).

[No. F. 24/1/69-FP App.1387.]

**S.O. 3898.**—In pursuance of the directions issued under the provisions of the enactments specified in the First Schedule annexed hereto the Central Government after considering the recommendations of the Film Advisory Board, Bombay hereby approves the film specified in column 2 of the Second Schedule annexed hereto in all its language versions to be of the description specified against it in column 6 of the said Second Schedule.

*The First Schedule*

(1) Sub-Section (4) of the Section 12 and Section 16 of the Cinematograph Act, 1952 (Central Act XXXVII of 1952).

(2) Sub-Section (3) of Section 5 and Section 9 of the Bombay Cinemas (Regulation) Act, 1953 (Bombay Act XI of 1953).

*The Second Schedule*

Sl. No.	Title of the film	Length 35mm	Name of the Applicant	Name of the Producer	Whether a Scientific film or a film intended for educational purposes or a film dealing with news and current events or a documentary film
1	2	3	4	5	6
1	Maharashtra News No. 207	294.44M	Director of Publicity Government of Maharashtra, Film Centre, 68-Tardeo Road, Bombay-34.		Film dealing with news and current events (for release in Maharashtra circuit only).

[No. F. 24/1/69-FP App.1388.]

S.O. 3899.—In pursuance of the directions issued under the provisions of the enactments specified in the First Schedule annexed hereto the Central Government after considering the recommendations of the Film Advisory Board, Bombay hereby approves the film specified in column 2 of the Second Schedule annexed hereto in Hindi language version to be of the description specified against it in column 6 of the said Second Schedule.

*The First Schedule*

(1) Sub-Section (4) of Section 5 of Uttar Pradesh Cinemas (Regulation) Act, 1955 (Uttar Pradesh Act No. 3 of 1956).

*The Second Schedule*

Sl. No.	Title of the film	Length 35mm	Name of the Applicant	Name of the Producer	Whether a Scientific film or a film intended for educational purposes or a film dealing with news and current events or a documentary film.
1	2	3	4	5	6
1	Uttar Pradesh Samachar Samuchhaya No. 2	289.56M	Sh. Dhirendra Pandey, C/o Sh. V. Prabha-UP, M/s. Bom-Lucknow, bay Film Lab. (P) Ltd., Dadar, Bombay.	Director of Information, Govt. of U.P.,	Film dealing with news and current events (for release in U.P. Circuit only).

[No. F. 24/1/69-FP App. 1389.]

BANU RAM AGGARWAL, Under Secy.

## सूचना और प्रसारण मंत्रालय

## आदेश

नई दिल्ली, 15 सितम्बर, 1969

एस०ओ० 3900.—इसके साथ लगी प्रथम अनुसूची में निर्धारित प्रत्येक आ नियम के उपबन्ध के अन्तर्गत जारी किये गये निदेशों के अनुसार केन्द्रीय सरकार, फिल्म सलाहकार बोर्ड, बम्बई की सिफारिशों पर विचार करने के बाद एन० द्वारा, इसके साथ लगी द्वितीय अनुसूची के कालम 2 में दी गई फिल्म को उसके गुजराती भाषा रूपान्तर महित, जिसका विवरण उसके सामने उक्त द्वितीय अनुसूची के कालम 6 में दिया हुआ है स्वीकृत करती है :-

## प्रथम अनुसूची

- (1) चलचित्र अधिनियम, 1952 (1952 का 37 वां केन्द्रीय अधिनियम) की धारा 12 की उपधारा (4) तथा धारा 16।
- (2) बम्बई सिनेमा (विनियम) अधिनियम 1953 (1953 का 17 वां बम्बई अधिनियम) की धारा 5 की उपधारा (3) तथा धारा 9।
- (3) सौराष्ट्र सिनेमा (विनियम) अधिनियम 1953 (1953 का 17 वां सौराष्ट्र अधिनियम) की धारा 5 की उपधारा (4) तथा धारा 9।

## द्वितीय अनुसूची

क्रम संख्या	फिल्म का नाम	लम्बाई 35 मि० मी०	आवेदक का नाम	निर्माता का नाम	क्या वैज्ञानिक फिल्म है या शिक्षा सम्बन्ध फिल्म है या समाचार और सामयिक घटनाओं की फिल्म है या डाकुमेंट्री फिल्म है
1	2	3	4	5	6
(1)	महितिचित्रा संख्या 112	231.34 मीटर	सूचना निदेशक, सचिवालय	गुजरात सरकार, अहमदाबाद	समाचार और सामयिक घटनाओं की फिल्म (केवल गुजरात संकेत के लिये)

एस० ओ० 3901.—इसके साथ लगी प्रथम अनुसूची में निर्धारित प्रत्येक अधिनियम के उपबन्ध के अन्तर्गत जारी किये गये निदेशों के अनुसार केन्द्रीय सरकार फिल्म सलाहकार बोर्ड बम्बई की सिफारिशों पर विचार करने के बाद एतद्द्वारा इसके साथ लगी द्वितीय अनुसूची के कालम 2 में दी गई फिल्म को उसके मराठी भाषाओं के रूपान्तरों सहित जिसका विवरण उसके सामने उक्त द्वितीय अनुसूची के कालम 6 में दिया हुआ है स्वीकृत करती है :—

प्रथम अनुसूची

- (1) चलचित्र अधिनियम 1952 (1952 का 37वां केन्द्रीय अधिनियम) की धारा 12 की उपधारा (4) तथा धारा 16।
- (2) बम्बई सिनेमा (विनियम) अधिनियम 1953 (1953 का 11वां बम्बई अधिनियम) की धारा 5 की उपधारा (3) तथा धारा 9।

द्वितीय अनुसूची

क्रम संख्या	फिल्म का नाम	लम्बाई 35 मि० मी०	आवेदक का नाम	निर्माता का नाम	क्या वैज्ञानिक फिल्म है या शिक्षा सम्बन्धी फिल्म है या समाचार और सामयिक घटनाओं की फिल्म है या डाकुमेन्ट्री फिल्म है
1	2	3	4	5	6
(1)	महाराष्ट्र समाचार संख्या 207 (मराठी तथा हिन्दी)	294.44 मीटर	प्रचार निदेशक फिल्म मैन्डूर, बम्बई-34।	महाराष्ट्र सरकार, 68 तारदेव रोड,	समाचार और सामयिक घटनाओं की फिल्म (केवल महाराष्ट्र सकिट के लिये)।

[संख्या फ० 24/1/69-एफ० पी० परिशिष्ट 1388]

एस० ओ० 3902.—इसके साथ लगी प्रथम अनुसूची में निर्धारित प्रत्येक अधिनियम के उपबन्ध के अन्तर्गत जारी किये गये निदेशों के अनुसार, केन्द्रीय सरकार, फिल्म सलाहकार बोर्ड, बम्बई की सिफारिश पर विचार करने के बाद, एतद्द्वारा, इसके साथ लगी द्वितीय अनुसूची के कालम 2 में दी गई फिल्म को उसके हिन्दी भाषा के रूपान्तरों सहित, जिसका विवरण उसके सामने उक्त द्वितीय अनुसूची के कालम 6 में दिया हुआ है स्वीकृत करती है :—

प्रथम अनुसूची

- (1) उत्तर प्रदेश सिनेमा (विनियम) अधिनियम 1955 (1959 का तीसरा उत्तर प्रदेश अधिनियम) की धारा 5 की उपधारा (4)।

## द्वितीय अनुसूची

क्रम संख्या	फिल्म का नाम	लम्बाई 35 मि० मी०	आवेदक का नाम	निर्माता का नाम	क्या वैज्ञानिक फिल्म है या शिक्षा सम्बन्धी फिल्म है या समाचार और सामयिक घटनाओं की फिल्म है या डाकुमैन्ट्री फिल्म है
1	2	3	4	5	6
(1)	उत्तर प्रदेश समाचार समुचा संख्या 2	289.56 मीटर	श्री धीरेन्द्र पांडे द्वारा श्री वी० प्रभाकर मैसर्ज बम्बई फिल्म लवॉटरी (पी) लिमिटेड दादर, बम्बई ।	सूचना निदेशक, उत्तर प्रदेश सरकार, लखनऊ	समाचार और सामयिक घटनाओं की फिल्म (केवल उत्तर प्रदेश सर्किट के लिये)

[संख्या फ० 24/1/69-एफ० पी० परिशिष्ट 138 9]

बानू राम अप्पवाल, अवसर सचिव ।

## MINISTRY OF HEALTH, FAMILY PLANNING, WORKS, HOUSING AND URBAN DEVELOPMENT

(Department of Health)

New Delhi, the 16th September 1969

**S.O. 3903.**—Whereas Dr. K. N. Ojha, M.D. (Patna), Ph.D. (London), Professor of Pharmacology, S.C.B. Medical College, Cuttack, has been nominated under clause (h) of section 3 of the Pharmacy Act, 1948 (8 of 1948), by the Government of Orissa to represent that State on the Pharmacy Council of India with effect from the 10th August, 1969;—

And whereas Dr. Dharani Nath Phukan, M.B., D.P.H., D.T.M. & H., M.P.H., Director of Health Services, Assam, Shillong, has been renominated under clause (h) of section 3 of the said Act by the Government of Assam to represent that State on the Pharmacy Council of India with effect from the 10th September, 1969;—

And whereas Dr. T. B. Gupta, M.B.B.S. (Pat.), DLO (London), D.O.M.S. (London), Additional Director of Health Services, Bihar, Patna has been nominated under clause (h) of section 3 of the said Act by the Government of Bihar to represent that State on the Pharmacy Council of India with effect from the 22nd June, 1969;

Now, therefore, in pursuance of section 3 of the said Act, the Central Government hereby directs that Dr. Dharani Nath Phukan shall continue to be with effect from the 10th September, 1969, member of the Pharmacy Council of India constituted by the notification of the Government of India in the Ministry of Health

No. F. 7-23/59-D, dated the 21st December, 1959 and makes the following further amendments in the said notification, namely:—

In the said notification, under the heading “VI-Members nominated by State Government under clause (h)”, for the entries against serial Nos. 3 and 7 the following entries shall respectively be substituted, namely:—

and 7 the following entries shall respectively be substituted, namely:—

“3. Dr. T. B. Gupta, M.B.B.S. (Pat) DLO (London), D.O.M.S. (London), Additional Director of Health Services, Bihar, Patna”;

“7. Dr. K. N. Ojha, M.D. (Patna), Ph.D. (London), Professor of Pharmacology, S.C.B. Medical College, Cuttack”.

[No. F. 4-17/69-MPT.]

*New Delhi, the 18th September 1969*

**S.O. 3904.**—Whereas the Central Government has, in pursuance of the provisions of clause (e) of sub-section (1) of section 3 of the Indian Medical Council Act, 1956 (102 of 1956) nominated Lt. Gen. S. N. Chatterjee, M.C., M.B.B.S., Director-General, Armed Forces Medical Services, New Delhi, to be a member of the Medical Council of India with effect from the 11th July, 1969 vice Lt. Gen B. Bhattacharjya resigned;

Now, therefore, in pursuance of the provisions of sub-section (1) of section 3 of the said Act, the Central Government hereby makes the following further amendment in the notification of the Government of India in the late Ministry of Health No. 5-13/59-MI, dated the 9th January, 1960, namely:—

In the said notification, under the heading “Nominated” under clause (e) of sub-section (1) of section 3 for the entry against serial No. 2, the following entry shall be substituted, namely:—

“Lt. Gen. S. N. Chatterjee, M.C., M.B.B.S., Director-General, Armed Forces Medical Services, New Delhi”.

[No. F. 6-6/69-MPT.]

## ORDERS

*New Delhi, the 16th September 1969*

**S.O. 3905.**—Whereas by the notification of the Government of India in the late Ministry of Health No. 16-8/61-MI, dated the 14th August, 1962, the Central Government has directed that the Medical qualification, “Doctor of Medicine” granted by the University of Hamburg, West Germany, shall be recognised medical qualification for the purposes of the Indian Medical Council Act 1956, (102 of 1956);

And whereas Dr. Christa Manjrekar who possesses the said qualification is for the time being attached to the Central Food Technological Research Institute, Mysore for the purposes of charitable work;

Now, therefore, in pursuance of clause (c) of the proviso to sub-section (1) of section 14 of the said Act, the Central Government hereby specifies—

(i) a period of two years from the date of publication of this order in the Official Gazette, or

(ii) the period during which Dr. Christa Manjrekar is attached to the said Central Food Technological Research Institute, Mysore,

whichever is shorter, as the period to which the medical practice by the aforesaid doctor shall be limited.

[No. F. 19-7/69-MPT.]

*New Delhi, the 18th September 1969*

**S.O. 3906.**—Whereas by the notification of the Government of India in the Ministry of Health, Family Planning, Works, Housing and Urban Development, No. 19-37/69-MPT, dated the 30th August, 1969 the Central Government has directed that the Medical qualification, M.D. awarded by the Chiba University, Japan shall be recognised medical qualification for the purposes of the Indian Medical Council Act, 1956 (102 of 1956);

And whereas Dr. Saito Toshi who possesses the said qualification is for the time being attached to the Indian Centre of the Japan Leprosy Mission for Asia, Agra for the purposes of teaching, research and charitable work,

Now, therefore, in pursuance of clause (c) of the proviso to sub-section (1) of section 14 of the said Act, the Central Government hereby specifies—

- (i) a period of two years from the date of publication of this order in the Official Gazette, or
- (ii) the period during which Dr. Saito Toshi is attached to the said Indian Centre of the Japan Leprosy Mission for Asia, Agra

whichever is shorter, as the period to which the medical practice by the aforesaid doctor shall be limited.

[No. F. 19-37/69-MPT.]

**S.O. 3907.**—Whereas by the notification of the Government of India in the Ministry of Health, Family Planning, Works, Housing and Urban Development No. 19-37/69-MPT, dated the 30th August, 1969, the Central Government has directed that the Medical qualification, M.D., awarded by the Kyota University, Japan shall be recognised medical qualification for the purposes of the Indian Medical Council Act, 1956 (102 of 1956);

And whereas, Dr. Miyazaki Matsuki who possesses the said qualification is for the time being attached to the Indian Centre of the Japan Leprosy Mission for Asia, Agra for the purposes of teaching, research and charitable work.

Now, therefore, in pursuance of clause (c) of the proviso to sub-section (1) of section 14 of the said Act, the Central Government hereby specifies—

- (i) a period of two years from the date of publication of this order in the Official Gazette, or
- (ii) the period during which Dr. Miyasaki Matsuki is attached to the said Indian Centre of the Japan Leprosy Mission for Asia, Agra

whichever is shorter, as the period to which the medical practice by the aforesaid doctor shall be limited.

[No. F. 19-37/69-MPT.]

R. MURTHI, Under Secy.

#### (Department of Health)

*New Delhi, the 22nd September 1969*

**S.O. 3908.**—The following draft of certain rules further to amend the Drugs and Cosmetics Rules, 1965, which the Central Government proposes to make, after consultation with the Drugs Technical Advisory Board, in exercise of the powers conferred by sections 12 and 33 of the Drugs and Cosmetics Act, 1940 (23 of 1940), is published, as required by the said sections for the information of all persons likely to be affected thereby and notice is hereby given that the said draft will be taken into consideration on or after the 20th December, 1969.

2. Any objections or suggestions which may be received from any person with respect to the said draft before the date so specified will be considered by the Central Government.

#### *Draft Rules*

1. These rules may be called the Drugs and Cosmetics (Amendment) Rules, 1969.

2. In the Drugs and Cosmetics rules, 1945 (hereinafter referred as the said Rules), in rule 74, after clause (K) the following clause shall be inserted:—

- “(1) the licensee shall maintain reference samples from each batch of the drugs manufactured by him in a quantity which is at least twice the quantity of the drug required to conduct all the tests performed on the batch. In case of drugs bearing an expiry date on the label the reference samples shall be maintained for a period of one year beyond the date of expiry of potency. In case of drugs where no date of



expiry of potency is specified on the label, the reference samples shall be maintained for a period of three years from the date of manufacture”.

3. In rule 74-A of the said rules, after clause (f), the following clause shall be inserted:—

“(g) the licensee shall maintain reference samples from each batch of the drugs manufactured by him in a quantity which is at least twice the quantity of the drug required to conduct all the tests performed on the batch. In case of drugs bearing an expiry date on the label the reference samples shall be maintained for a period of one year beyond the date of expiry of potency. In case of drugs where no date of expiry of potency is specified on the label, the reference samples shall be maintained for a period of three years from the date of manufacture.”

4. In rule 74-B of the said rules, after sub-rule (4) the following sub-rule shall be inserted:—

“(5) the licensee shall maintain reference samples from each batch of the drugs manufactured by him in a quantity which is at least twice the quantity of the drug required to conduct all the tests performed on the batch. In case of drugs bearing an expiry date on the label the reference samples shall be maintained for a period of one year beyond the date of expiry of potency. In case of drugs where no date of expiry of potency is specified on the label, the reference samples shall be maintained for a period of three years from the date of manufacture.”

5. In rule 76 of the said rules, after sub-rule (5), the following sub-rule shall be inserted:—

“(6) the applicant shall furnish to the licensing authority, if required to do so, data on the stability of drugs which are likely to deteriorate for fixing the date of expiry and that would be printed on the labels of such drugs on the basis of the data so furnished.”

6. In rule 78 of the said rules, after clause (K), the following clause shall be inserted:—

“(1) the licensee shall maintain reference samples from each batch of the drugs manufactured by him in a quantity which is at least twice the quantity of the drug required to conduct all the tests performed on the batch. In case of drugs bearing an expiry date on the label the reference samples shall be maintained for a period of one year beyond the date of expiry of potency. In case of drugs where no date of expiry of potency is specified on the label, the reference samples shall be maintained for a period of three years from the date of manufacture.”

7. In rule 78-A of the said rules, after sub-rule (4), the following sub-rules shall be inserted:—

“(5) the licensee shall furnish to the licensing authority, if required to do so, data on the stability of drugs which are likely to deteriorate for fixing the date of expiry and that would be printed on the labels of such drugs on the basis of the data so furnished.”

“(6) the licensee shall maintain reference samples from each batch of the drugs manufactured by him in a quantity which is at least twice the quantity of the drug required to conduct all the tests performed on the batch. In case of drugs bearing an expiry date on the label, the reference samples shall be maintained for a period of one year beyond the date of expiry of potency. In case of drugs where no date of expiry of potency is specified on the label, the reference samples shall be maintained for a period of three years from the date of manufacture.”

[No. 1-60/69-D.]

S. SRINIVASAN, Under Secy.

## (Department of Works, Housing and Urban Development)

*New Delhi, the 17th September 1969*

**S.O. 3909.**—In exercise of the powers conferred by section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1958 (32 of 1958), the Central Government hereby appoints the officer mentioned in column (1) of the Table below, being the officer equivalent to the rank of a gazetted officer of Government to be estate officer for the purposes of the said Act who shall exercise the powers conferred and perform the duties imposed on estate officers by or under the said Act within the local limits of his jurisdiction in respect of the public premises specified in column (2) of the said Table.

TABLE

Designation of the Officer.	Categories of public premises and local limits of jurisdiction.
(1)	(2)
Deputy Registrar (Administration), Punjab University, Chandigarh.	Public premises belonging to or taken on lease by and under the administrative control of the Punjab University within the Revenue limits of Chandigarh District.

[No. F. 21012(5)/67-Pol.IV.]

**S.O. 3910.**—In exercise of the powers conferred by section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1958 (32 of 1958), the Central Government hereby makes the following further amendments in the notification of the Government of India in the late Ministry of Works, Housing and Supply No. S.O. 307 dated the 28th January, 1959, namely:—

In the table below the said notification, against serial number 13, in column 1—

- (i) in item (c), the word 'Bombay' shall be omitted; and
- (ii) after item (c) and the entries relating thereto in columns 1 and 2, the following item shall be inserted namely:—

“(d) Divisional Engineer (Engineering) Posts and Telegraphs Department, Bombay—Premises under the administrative control of the Posts and Telegraphs Department situated within the local limits of his jurisdiction.”

[No. F. 21011(4)/66-Pol.IV.]

**S.O. 3911.**—In exercise of the powers conferred by section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1958 (32 of 1958), the Central Government hereby appoints the officer mentioned in column (1) of the table below being an officer equivalent to the rank of a gazetted officer of Government to be estate officer for the purposes of the said Act, who shall exercise the powers conferred and perform the duties imposed on the estate officers by or under the said Act, within the local limits of his jurisdiction in respect of the public premises specified in the corresponding entry in column (2) of the said table.

THE TABLE

Designation of the officer	Category of public premises and local limits of jurisdiction.
(1)	(2)
Administrative Officer, Post Graduate Institute of Medical Education and Research, Chandigarh.	Premises belonging to, or taken on lease by and under the administrative control of the Institute within the revenue limits of Chandigarh District.

[No. F. 21011(4)/66-Pol.IV.]

**S.O. 3912.**—In exercise of the powers conferred by section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1958 (32 of 1958), the Central Government hereby appoints the officers mentioned in column (1) of the table below, being gazetted officers of Government, to be estate officers for the purposes of the said Act, who shall exercise the powers conferred and perform the duties imposed on the estate officers, by or under, the said Act, within the local limits of their respective jurisdiction in respect of the public premises specified in the corresponding entry in column (2) of the said table.

THE TABLE

Designation of the officer	Category of public premises and local limits of jurisdiction.
(1)	(2)
Divisional Superintendents, North Eastern Railway, Izatnagar, Lucknow Varanasi and Samastipur.	Premises under the administrative control of the North Eastern Railway situated within the local limits of their respective jurisdiction.

[No. F. 21011 (4) /66-Pol.IV.]

T. K. BALASUBRAMANIAM, Dy. Director of Estates  
and Ex. Officio Under Secy.

### शिक्षा तथा युवक सेवा मंत्रालय

नई दिल्ली, 14 अगस्त 1969

**एस० ओ० 3913:**—टेक्नोलोजी संस्थान अधिनियम, 1961 (1961 का 59) की धारा 35 द्वारा प्रवृत्त अधिकारों का प्रयोग करते हुए, केन्द्रीय सरकार, परिषद् (टेक्नोलोजी संस्थान) नियम, 1962 में संशोधन करने के लिए निम्नलिखित नियम बनाती है, अर्थात्:—

- (1) इन नियमों को परिषद् (टेक्नोलोजी संस्थान) (प्रथम संशोधन) नियम, 1969 कहा जाए।
  - (2) ये नियम इनके सरकारी राजपत्र में प्रकाशित होने की तारीख से लागू होंगे।
- उक्त नियमों के नियम (6) के उप नियम (1) में
- (क) प्रथम वाक्य में “प्रत्येक एक और की यात्रा के लिए 12 पाई प्रति मील” संख्याओं और शब्दों के स्थान पर “प्रत्येक 24 घण्टे की यात्रा अथवा उसके भाग के लिए, 35 पैसे प्रति कि० मी० अथवा उसके भाग के लिए यदि वह 5 कि० मी० से अधिक हो तो 20 रु० तक” लिख दिया जाए।
  - (ख) दूसरे वाक्य में “30 रु०” की संख्या के स्थान पर, “10 रु०” की संख्या लिख दी जाए।

[संख्या एफ० 10-4/69-टी-6]

जी० एन० बासवानी,  
उप शिक्षा सलाहकार।

## विदेशी व्यापार तथा आपूर्ति मंत्रालय

(विदेशी व्यापार विभाग)

(काफी नियंत्रण)

नई दिल्ली, 24 मार्च 1969

सा० आ० 3914 :—काफी अधिनियम, 1942 (1942 का 7) की धारा 4 की उप-धारा (2) के खण्ड (क) के अनुसरण में, केन्द्रीय सरकार एतद्द्वारा श्री जी० मैथियस को, 15 नवम्बर, 1968 के पूर्वार्द्ध से 14 नवम्बर, 1969 तक की और अवधि के लिये काफी बोर्ड के अध्यक्ष के रूप में नियुक्त करती है। 15 नवम्बर, 1968 से उनकी नियुक्ति पुनर्नियोजन के आधार पर होगी।

[सं० 9(12) प्लाट (बी)/67]

एम० एल० गुप्त, अवसर सचिव।

(विदेशी व्यापार विभाग)

नई दिल्ली, 9 सितम्बर 1960

एस० आ० 3915 :—आवश्यक वस्तु अधिनियम, 1955 (1955 का 10) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार कपास नियंत्रण आदेश, 1955 में अतिरिक्त संशोधन करने के लिए एतद्द्वारा निम्नलिखित आदेश करती है, अर्थात्—

1. नया आदेश कपास नियंत्रण (संशोधन) आदेश 1969 कहा जा सकेगा।
2. कपास नियंत्रण आदेश, 1955 में खंड 14-ख में,—(क) उपखंड (3) में, “अन्त-विष्ट उपबन्धों को ध्यान में रखते हुए” शब्दों के पश्चात् और “स्टाक होल्डर की सुनुवाई का युक्तियुक्त अवसर देने के पश्चात्” शब्द अन्तः स्थापित किए जाएंगे;

(ख) उपखंड (4) में, “उसे सलाह देने के लिए किसी मामले में या मामलों के किसी वर्ग में किसी व्यक्ति या व्यक्तियों को नियुक्त कर सकेगा” शब्दों के लिए “किसी मामले या मामलों के वर्ग में एक समिति की स्थापना कर सकेगा जिसमें कपास उत्पादकों, कपास के व्यापार और विनिर्माताओं के हितों का प्रतिनिधित्व करने वाले सदस्य उसे सलाह देने के लिए होंगे” शब्द प्रतिस्थापित किए जाएंगे।

[सं० फा० 11(55)/67-वस्त्र (क)]

धीलत राम, अवसर सचिव।

## MINISTRY OF FOREIGN TRADE AND SUPPLY

(Department of Foreign Trade)

New Delhi, the 9th September 1969

S.O. 3916.—In exercise of the powers conferred by section 3 of the Essential Commodities Act, 1955 (10 of 1955) the Central Government hereby makes the following Order further to amend the Cotton Control Order, 1955, namely:—

1. This Order may be called the Cotton Central (Amendment) Order, 1969.

2. In the Cotton Control Order, 1955, in clause 14B,—

- (a) in sub-clause (3), after the words, figures and brackets “the Essential Commodities Act, 1955 (10 of 1955)”, the words “and after giving the stock-holder a reasonable opportunity of being heard” shall be inserted;
- (b) in sub-clause (4), for the words “may appoint any person or persons in any case or class of cases to advise him”, the words “may establish in any case or class of cases a Committee, consisting of members representing the interests of the growers of cotton, cotton trade and manufacturers, to advise him” shall be substituted.

[No. F. 11(55)/67-Tex(A)-Tex(I).]

DAULAT RAM, Under Secy.

(Department of Foreign Trade)

New Delhi, the 15th September 1969

**S.O. 3917.**—In exercise of the powers conferred by sub-rule (a) of Clause 2 of the Jute (Licensing and Control) Order, 1961, the Central Government hereby appoints Shri S. K. Bhattacharya, Deputy Jute Commissioner, Calcutta, to exercise the powers of the Jute Commissioner under the said Order, during the period of absence of the latter on deputation.

[No. F.4(21)Tex(D)/69.]

**S.O. 3918.**—The following draft of certain rules further to amend the Coir Industry Rules, 1954, which the Central Government proposes to make in exercise of the powers conferred by sub-section (1) of section 26 of the Coir Industry Act, 1953 (45 of 1953), is published, as required by the said sub-section (1), for the information of all persons likely to be affected thereby; and notice is hereby given that the said draft will be taken into consideration on or after the.....1969.

Any objections or suggestions that may be received from any person with respect to the said draft on or before the date so specified will be considered by the Central Government:—

*Draft Rules*

1. These rules may be called the Coir Industry (Amendment) Rules, 1969.

2. For rule 18 of the said rules, the following rule shall be substituted, namely:—

“18. *Accounts of the Board.*—(1) The Board shall maintain accounts of all income and expenditure relating to each year in the forms set out in the schedule.

(2) The audited accounts of income and expenditure and of the assets and liabilities together with the audit report therein shall be submitted to the Central Government as soon as may be after such accounts are audited and in any case, not later than seven months from the close of the year to which the accounts relate.

(3) The accounts of income shall be shown under the following heads:—

- (a) moneys received under section 14 of the Act;
- (b) grants received from the Central Government under section 14A of the Act;
- (c) fees realised on account of licences, registration, etc., issued;
- (d) any other money received by the Board;
- (e) interest received from investments.

(4) The total income only shall be shown under each of the heads specified in sub-rule (3) and the opening balance, if any, shall be stated.

(5) Expenditure shall be shown under separate heads and sub-heads.

(6) The closing balance of the year shall be shown at the foot of the accounts on the expenditure side.”

3. In rule 27 of the said rules, for the words “within three months”, the words “within three months and seven months respectively” shall be substituted.

4. For Forms 2 and 3 set forth in the Schedule to the said rules, the following forms shall be substituted, namely:—

## FORM 2

[See rule 18(1)]

*Income and Expenditure Account for the year ended*

Income	Expenditure
1. By opening Balance	<i>Administration</i>
2. Moneys received under section 14 of the Coir Industry Act, 1953.	Pay of Officers Pay of establishment Pay of temporary establishment
3. Grants received from the Central Government under section 14-A of the Act.	<i>Allowances and honoraria</i>
4. Fees realised on account of licences, registration etc. issued.	Dearness allowance
5. Miscellaneous receipts.	House Rent and other allowances
6. Interest on investments.	Travelling allowance Leave and pension contribution Total allowance and honoraria
	<i>Contingencies</i>
	Furniture and fittings Stationery and printing Books and periodicals Postage and telegraph charges Telephone Pay of contingent staff Office expenses and miscellaneous Purchase and maintenance of car Notification charge Insurance and maintenance of office building Total contingencies
	Total administration
	II. <i>Measures for promoting sales and increasing consumption of Coir Goods</i>
	(a) <i>India</i>
	1. <i>Show Rooms</i>
	Pay of establishment
	<i>Allowances and honoraria</i>
	H.R.A. and other allowances Travelling allowance Total allowances and honoraria
	<i>Contingencies</i>
	Rent, postage, telegraph and telephone. Electricity and water charges Office expenses and miscellaneous Pay of contingent staff Purchase of exhibits and upkeep Total contingencies Total (i) show rooms.
	2. <i>Marketing and Propaganda</i>
	Pay of establishment

**Income**

**Expenditure**

*Allowances and honoraria*

Dearness allowance  
House rent allowance and other allowances  
Travelling allowance  
Total allowances and honoraria  
Advertisements in India  
Exhibitions in India  
Other propaganda  
Purchase of Van  
Total 2 Marketing and propaganda

3. *Publications*

Pay of Establishment

*Allowances and Honoraria*

Dearness allowance  
H.R.A. and other allowances  
Total allowances and honoraria

*Printing charges*

Journal  
Calendar  
Reports  
Diary  
Total printing charges  
Total 3 Publications.

4. *Appointment of Accredited Dealers.*

5. *Quality Control*

(1) *Head quarters*  
Pay of Establishment

*Allowances and honoraria*

Dearness allowance  
House rent and other allowances  
Travelling allowance  
Total allowances and honoraria

*Contingencies*

I.S.I. membership and subscription  
Equipment for Inspection  
Printing of certificate  
Other charges  
Total contingencies  
Total (1) Quality Control Head-quarters

(2) *Quality Control Inspectorate*

Pay of Establishment

*Allowances and honoraria*

Dearness allowance  
Travelling allowance  
Conveyance allowance  
House rent and other allowances  
Total allowances and honoraria

*Contingencies*

Rent  
Furniture and Fittings  
Stationery and printing  
Postage, Telegram and Telephone  
Electricity charges

Income	Expenditure
	Office expenses and miscellaneous
	Total contingencies
	Total (2) Inspectorates
	Total 5 Quality Control
	(b) <i>Outside India</i>
	1. Advertisement
	2. Exhibitions
	3. Foreign Delegations and Study Teams
	4. Market Survey
	Total (b) <i>Outside India</i>
	Total II Measures for promoting sales and increasing consumption of coir goods
	III. <i>Research</i>
	(a) <i>Central Coir Research Institute</i>
	Pay of Director
	Pay of Establishment
	<i>Allowances and honoraria</i>
	Dearness allowance
	House rent and other allowances
	Travelling allowance
	Total allowances and honoraria
	<i>Contingencies</i>
	Furniture and fittings
	Stationery and printing
	Postage and telegraph
	Telephone
	Electricity charges
	Office expenses and miscellaneous
	Periodicals
	Pay of contingent staff
	Trials on improved coir spinning machines
	Popularisation of spinning machine
	Maintenance of office and equipments
	Total contingencies
	Library books
	Laboratory equipments
	Chemicals and raw materials
	Building
	Total (a) <i>Central Coir Research Institute</i>
	(b) <i>Regional Coir Research Station, Uluberia</i>
	Pay of Establishment
	<i>Allowances and honoraria</i>
	Dearness allowance
	House rent and other allowances
	Travelling allowance
	Total allowances and honoraria
	Contingencies
	Equipments
	Buildings.
	Total (b) <i>Regional Coir Research Station,</i>



Income	Expenditure
	(c) Economic Research and Statistical Research Station. Pay of Establishment
	<i>Allowances and Honoraria</i>
	Dearness Allowance
	House rent and other allowances
	Travelling allowance
	Total allowances and honoraria
	<i>Contingencies</i>
	Periodicals
	Publications
	Library books
	Miscellaneous
	Total contingencies
	Market Research Section
	Research Survey and Registration and Licensing Survey in Kerala
	Total (c) Economic Research and Statistical Research Section
	National Coir Training and Design Centre.
	Pay of Establishment
	<i>Allowances and Honoraria</i>
	Dearness allowance
	Travelling allowance
	House rent and other allowances
	Total allowances and honoraria
	<i>Contingencies</i>
	Rent
	Pay of contingent staff
	Stipend to trainees
	Electricity charges
	Export helpers for weaving
	Cost and maintenance of equipments
	Additions and alternations
	Postage, telegraph and telephone
	Furniture
	Office expenses and miscellaneous
	Total contingencies
	Total (d) National Coir Training and Design Centre
	Total III Research
	IV. <i>Export Promotion</i>
	Pay of establishment
	<i>Allowances and Honoraria</i>
	Dearness allowance
	House rent and other allowances
	Total allowances and honoraria
	<i>Contingencies</i>
	Total IV Export Promotion
	V. <i>Other Charges</i>
	(a) <i>Plan Expenditure</i>
	Office building
	Machanised Factory
	Central Dye House

Income	Expenditure
	(b) <i>Non-plan expenditure</i>
	Travelling allowance to members
	Contributory Provident Fund
	Board's contribution
	Audit fees
	Depreciation
	Total V others
	VI. Advances
	TOTAL
Excess of Income over expenditure	
TOTAL	

## FORM 3

[See rule 18(I)]

*Assets and liabilities as at.....*

Figures for previous year	Assets	Figures for current year	Figures for previous year	Liabilities	Figures for current year
	1. First Assets			1. Reserve and Surplus	
	Land and Buildings as per last Balance Sheet			Income and expenditure account	
	Additions during the year			Credit balance as per last balance sheet	
	Less Depreciation			Add. Excess of Income over expenditure this year	
	Machinery and Equipments as per last Balance Sheet			Deduct. Excess of expen- diture over income this year	
	Additions during the year			2. Loans and Advances	
	Less Depreciation			3. Current Liabilities inclu- ding outstanding expenses and advance receipts.	
	Furniture and Fittings as per last Balance Sheet				
	Additions during the year				
	Library books, as per last Balance Sheet				
	Additions during the year				
	Less Depreciation.				
	2. Investments (at cost)				
	3. Loans and Advances				
	4. Current Assets including pre-paid expenses, out- standing receipts, accrued interest etc.				
	5. Cash Balance Permanent Advances				
	Cash at Bank				
	Cash in Hand				

FORM 4

[See rule 18(1)]

*Manufacturing, Trading and Profit and Loss Account of The Hindustan Powerloom Factory for The Year ended .....*

Manufacturing Account

To Opening stock	By goods transferred to trading account
Raw materials	Closing Stock
Semi Finished Goods	Semi Finished Goods
	Raw materials
Purchase of Raw Materials	
Dyeing charges	
Wages	
Packing materials	
Power	
Lubricants, etc.	
Other productive expenses	

TOTAL

Trading Account

To Manufacturing Account	By Sales
„ Sales expenses	„ Closing stock of Finished goods
„ Gross profit transferred to Profit and Loss Account	

TOTAL

Profit and Loss Account

To Salaries	By Gross Profit b/d from Trading A/c
„ Travelling Allowance	Miscellaneous
„ Postage and Telegram	
„ Stationery and Printing	
„ Electricity and Water	
„ Telephone	
„ Contingent Staff	
„ Advertisement	
„ Notification	
„ Carriage and Cartage	
„ Sundry Expenses	
„ Interest	
„ Repairs and Maintenance	
„ Depreciation	

Net profit c/d to Balance Sheet

Total

[No. F. 30(3)-SSI(B)/62-Tex(D)]

ORDER

New Delhi, the 17th September 1969

**S.O. 3919.**—In exercise of the powers conferred by section 3 of the Essential Commodities Act, 1955 (10 of 1955), the Central Government hereby makes the following order further to amend the Coir Retting (Licensing) Order, 1968, namely:—

1. This Order may be called the Coir Retting (Licensing) Amendment Order, 1969.

2. In the Coir Retting (Licensing) Order, 1968, (a) for sub-clause (5) of clause 3 the following sub-clauses shall be substituted, namely:—

“(5) On receipt of an application for the issue of a licence or permission, the licensing officer may after making such inquiry as he deems necessary, by order in writing, either grant the licence or permission, in Form I-A or reject the application for the same;

Provided that no application for the issue of a licence or permission shall be rejected unless the applicant has been given a reasonable opportunity of showing cause against such rejection:

Provided further that a copy of the order shall be communicated to the applicant.

(6) Where a licence granted under this order is lost or destroyed, the licensing officer may, after making such inquiry as he deems necessary, issue a duplicate on payment of a fee of Rs. 5/- or the fee levied for the issue of the licence, whichever is less.

(7) A licence granted under this order shall not be transferable. In the event of death of the holder of a licence, the heirs, if any, shall apply for a fresh licence to the licensing officer and the licensing officer after making such inquiry as he deems necessary shall grant the licence or permission or reject the application for the same:

Provided that no such application shall be rejected unless the applicant has been given a reasonable opportunity of showing cause against such rejection.

(8) Every licence granted under this Order, shall be valid for a period of one year, but may on application, be renewed for one year.

(9) Application for renewal of licence shall be in Form I-B and be made within 30 days before the date of expiry and be accompanied by the licence already granted.

Provided that the licensing officer may entertain an application which is not made in time, if he is satisfied that there was sufficient cause for not making the application in time.

(10) Every application for renewal of the licence shall be accompanied by the fee at the same rate levied for the granting of the licence and such application shall be dealt with as provided in sub-clause (5).

(11) If the holder of the licence desires to reduce or increase the area of retting, he should inform the licensing officer in writing at the time of renewal of the licence, and the licensing officer after conducting such inquiry as he deems necessary shall effect amendments in the licence granted.”;

(b) after Form I, the following Forms shall be inserted, namely.

#### FORM I-A

#### Coir Retting (Licensing) Order, 1968

[See clause 3(5)]

#### Licence/Permission

1. No. and date of issue of licence.
2. (i) Full name of the holder of the licence.  
(ii) Address in full.
3. Particulars of the retting field (Locality, Survey No., area in Sq. Metres, etc.) Licenced for retting husks.
4. Normal quantity of husks that can be retted.

#### Conditions of the licence for retting.

1. The licence for retting is issued subject to the provisions of the Coir Retting (Licensing) Order, 1968.
2. The holder of the certificate shall not undertake retting or cause to undertake retting except in places licenced for retting.
3. The holder of the licence shall maintain correctly and completely such records as may be prescribed by the licensing officer under this Order.

4. The holder of the licence shall furnish correctly and completely such returns relating to the business as may be specified in this Order.

5. The holder of the licence shall permit an officer of the State Government authorised by the licensing officer to inspect the place where the retting is undertaken, shall furnish samples of any article to which this Order applies, shall produce on demand by such officer such records or documents in his possession or under his control and shall allow to enter or search any premises and seize any article to which this Order applies.

**FORM I-B**

*Coir Retting (Licensing) Order, 1968.*

[See clause 3(9)]

*Form of application for the renewal of a licence for retting.*

1. Name of the holder of the licence.
2. Address in full.
3. Particulars of the place of retting (Survey No. village, Taluk, area in sq. metres etc.).
4. No and date of Licence granted.
5. Whether the Licence is enclosed.

Station .....

Date .....

Signature of the holder of the licence.

[No. 23(8)-Tex(D)/68.]

A. G. V. SUBRAHMANYAM, Under Secy.

(Office of the Jt. Chief Controller of Imports and Exports)

**ORDER**

*Bombay, the 4th August, 1969*

**SUBJECT:** *Order for cancellation of Customs Purposes and Exchange Control Copies of Licence No. P/A/M/1301671, dated 3rd December, 1968 for Rs. 1897/- issued in a favour of M/s. Sarabhai Nemchand, Bombay.*

**S.O. 3920.**—M/s. Sarabhai Nemchand, Bombay were granted an Import Licence (Both copies) No. P/A/M/1301671, dated 3rd December, 1968, for Rs. 1897/- for import of items shown on the reverse of this order for the licensing period A.J. 68 from Sudan. They have applied for the duplicate of the Customs Purposes and Exchange Control copies of the said licence on the ground that the original Customs Purposes and Exchange Control copies of the licence have been lost or misplaced. It is further stated that the original licence was not registered with any Customs House and was unutilised.

In support of the contention, the applicants have filed an affidavit on stamped paper duly attested before the Presidency Magistrate, Greater Bombay. I am satisfied that the Original Customs Purposes and Exchange Control copies of the licence No. P/A/M/1301671, dated 3rd December, 1968 for Rs. 1897/- have been lost or misplaced and have directed that the duplicate of the Customs Purposes and Exchange Control copies of the licence should be issued to the applicants. The original Customs Purposes and Exchange Control copies of the licence No. P/A/M/1301671, dated 3rd December, 1968 are hereby cancelled.

[Issued from File No. P. Food/7/S 2/AJ-68/EPL II.]

[No. 1/EPSC-111.]

SMT. M. D'COSTA,

Dy. Chief Controller of Imports.

For Jt. Chief Controller of Imports & Exports.

(Office of the Deputy Chief Controller of Imports and Exports, Panjim-Goa.)

## ORDER

*Panjim, the 8th September 1969*

**S.O. 3921.**—M/s. Damodar Auto Parts, Panjim-Goa were granted an import licence No. P/E/0139870/C/XX/28/G/27-28 dated 23rd July, 1968, for Rs. 1,000 for import of "Photographic negatives and printing papers excluding X-Ray films" under S. No. 303-IV ITC Schedule. They have applied for a duplicate of the Customs Purposes copy of the licence on the ground that the original has been lost or misplaced. It is further stated that the original licence was not registered with any custom house and the licence was not utilised at all. In support of the above contention the applicant firm have filed an affidavit on a stamped paper duly attested by the Taluka Magistrate, First Class Goa, Panjim.

I am satisfied that the Customs purposes copy of the licence No. P/E/0139870/C/XX/28/G/27-28 dated 23rd July, 1968, has been lost or misplaced and direct that a duplicate Customs Purposes copy of the licence should be issued to the applicant.

In exercise of the powers conferred on me under section 9(CC) of Import Control Order, 1955 dated 7th December, 1955, I order the cancellation of Customs Purposes copy of import licence No. P/E/0139870/C/XX/28/G/27-28 dated 23rd July, 1968.

The applicant is now being issued a duplicate copy of Customs Purposes copy of this licence in accordance with the provision contained in para 302(1) of ITC Hand Book of Rules and Procedure 1969.

[No. EI/303-IV/11/AM69.]

R. D. PAWAR,

Dy. Chief Controller of Imports and Exports.

(Office of the Chief Controller of Imports and Exports)

## ORDER

*New Delhi, the 9th September 1969*

**S.O. 3922.**—M/s. Standard and Co., Kanpur were granted import licence No. P/D/2166345 dated 6th December, 1968, under Free sources for the import of raw material valued at Rs. 32,500. They have requested for issue of duplicate Exchange Control Purposes copy of the licence on the ground that the original Exchange Control copy of the licence has been destroyed. It has further been reported by the party that the licence was lost without being utilised. The licence was not registered with any customs authorities.

In support of their contention, the applicant have filed in an affidavit. The undersigned is satisfied that the original Exchange Control copy of the licence No. P/D/2166345 dated 6th December, 1968, has been destroyed and directs that a duplicate Exchange Control copy of the said licence should be issued to them. The original exchange control copy is cancelled. Duplicate exchange copy is being issued separately.

[No. Cycle/27-A/67.68/RMI.]

G. S. SHARMA.

Dy. Chief Controller of Imports and Exports.

(Office of the Chief Controller of Imports and Exports)

## ORDER

*New Delhi, the 12th September 1969*

**S.O. 3923.**—The late Maharjkumari P. C. Yuthok had obtained the import licences as per list attached as well as other import licences of which the detailed particulars are not available with the undersigned.

2. Thereafter, a show cause notice No. Sikkim/6/AM69/Adhoc/548, dated the 19th August, 1969, was issued asking the legal heir, representative or attorney or solicitor of the late Maharajkumari P. C. Yuthok, the Palace, Gangtok, to show cause within 15 days as to why the licences as per list attached and all other unutilised or partly utilised valid licences should not be cancelled on the ground that information has been received that the licensee, the said Maharajkumari P. C. Yuthok, expired on the 13th January, 1969. The undersigned has no information whether the business of the licensee is continuing or not and also there is reason to believe that the licences will not serve the purpose for which these were granted and might be utilised by unscrupulous persons in terms of Clause 9, sub-clause (cc) of the Imports (Control) Order, 1955, dated 7th December, 1955 as amended.

3. No reply to the aforesaid show cause notice has been received by the undersigned till to-day.

4. Having regard to what has been stated in the preceding paragraph, the undersigned is satisfied that the licences in question should be cancelled or otherwise rendered ineffective. Therefore, the undersigned, in exercise of the powers vested in him under Clause 9 sub-clause (cc) of the Imports (Control) Order, 1955 hereby cancel the licences as per list attached as well as other import licences issued in favour of the late Maharajkumari P. C. Yuthok.

*Particulars of some of the licences issued to the late Maharajkumari P. C. Yuthok.*

Licence No. & date	Value	Description of goods
	Rs.	
1. P/E/0151820, dt. 17-9-68 . . . .	9,500	Magnetic tapes
2. P/E/0151821, dt. 17-9-68 . . . .	29,296	Water & Oil colours.
3. P/E/0151822, dt. 17-9-68 . . . .	40,000	Artist brushes.
4. P/E/0151823, dt. 19-10-68 . . . .	20,000	Photographic instruments.
5. P/E 0151824, dt. 19-10-68 . . . .	40,000	Photographic negatives & printing paper.
6. P/E/0151825, dt. 19-10-68 . . . .	5,000	Slide rules.
7. P/E/0151826, dt. 19-10-68 . . . .	10,000	Magnetic tapes.
8. P/E/0151827, dt. 19-10-68 . . . .	10,000	Thin walled bearings.
9. P/E/0151828, dt. 19-10-68 . . . .	10,000	Clutch Assembly.
10. P/E/0151829, dt. 19-10-68 . . . .	2,000	Shock Absorbers.
11. P/E/0151830, dt. 19-10-68 . . . .	15,000	Instruments, Apparatus & appliances & parts thereof.
12. P/E/0151831, dt. 19-10-68 . . . .	31,000	Scientific & Medical instruments.
13. P/E/0151832, dt. 19-10-68 . . . .	10,000	Testing & Checking instruments.
14. P/E/0151833, dt. 19-10-68 . . . .	5,000	Arsenic Disulphide.
15. P/E/0151834, dt. 19-10-68 . . . .	2,000	Electric Horns.
16. P/E/0151835, dt. 19-10-68 . . . .	24,965	Laboratory & Reagent Chemicals.
17. P/E/0151812, dt. 24-6-68 . . . .	13,500	Cinema Machinery & parts thereof.

Licence No. & date	Value	Description of goods
18. P/E/0151811, dt. 24-6-68 . . . . .	Rs. 13,500	Cinema Machinery & parts thereof.
19. P/E/0151810, dt. 24-6-68 . . . . .	30,000	Water & Oil colours.
20. P/E/0151809, dt. 24-6-68 . . . . .	30,000	Instrument apparatus & appliances & parts thereof others.
21. P/E/0151808, dt. 24-6-68 . . . . .	50,000	Laboratory & Reagent chemicals.
22. P/E/0151806, dt. 24-6-68 . . . . .	50,000	Nickel formate.
23. P/E/0151807, dt. 24-6-68 . . . . .	40,000	Slide rules.
24. P/E/0151805, dt. 24-6-68 . . . . .	50,000	Photographic negatives & printing papers.
25. P/E/0151804, dt. 24-6-68 . . . . .	50,000	Photographic Instruments.
26. P/E/0151802, dt. 24-6-68 . . . . .	33,000	Hearing aids batteries.
27. P/E/0151801, dt. 24-6-68 . . . . .	33,000	Hearing aid & parts thereof.
28. P/E/0151799, dt. 24-6-68 . . . . .	23,720	Brandy and Whisky.
29. P/E/0151800, dt. 24-6-68 . . . . .	23,719	Wines.
30. P/E/0151817, dt. 24-6-68 . . . . .	50,000	Photographic instruments.

[No. Sikkim/6/AM69/Adhoc.]

T. M. B. NEDUNGADI,

Jt. Chief Controller of Imports and Exports.

## (Office of the Chief Controller of Imports and Exports)

## ORDER

New Delhi, the 15th September 1969

**S.O. 3924.**—M/s. Mitter Footwear Corporation, Calcutta were granted an import licence No. P/CG/2050154/T/CR/27/H/27/CG. IV dated 4th June, 1968, for Rs. 63,269 (Rupees Sixty three thousand two hundred and sixty nine only). They have applied for the issue of duplicate Exchange Control/Customs Purposes copies of the said licence on the ground that the original of both Exchange Control and Customs Purposes copies have been lost/misplaced. It was utilised for Rs. nil and the balance available on it is full amount of Rs. 63,269. The licence was not registered at any Custom House.

2. In support of this contention, the applicant has filed an affidavit. I am accordingly satisfied that the original of both the Exchange Control and Customs Purposes copies of the said licence have been lost. Therefore, in exercise of the powers conferred under Sub-Clause 9(cc) of the Imports (Control) Order, 1955 dated 7th December, 1955, as amended, the said original Exchange Control and Customs Purposes copies of licence No. P/CG/2050154/T/CR/27/H/27/CG. IV, dated 4th June, 1968, issued to M/s. Mitter Footwear Corporation, Calcutta are hereby cancelled.

3. A duplicate Exchange Control Purposes copy as well as a Customs Purposes copy of the said licence are being issued separately to the licensee.

[No. 31(1)/68-69/CG. IV/737.]

H. D. GUPTA,

Dy. Chief Controller of Imports and Exports,  
for Chief Controller of Imports and Exports.



DEPARTMENT OF COMMUNICATIONS-

(P. & T. Board)

New Delhi, the 18th September 1969

**S.O. 3925.**—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627, dated 8th March, 1969, the Director-General, Posts and Telegraphs, hereby specifies the 18th October, 1969 as the date on which the Measured Rate System will be introduced in OLLUR AND ALAGAPPANAGAR Telephone Exchanges in the Trichur local area, Kerala Circle.

[No. 5-44/69-PHB(6).]

H. K. SINGH,

Assistant Director-General (PHA).

संचार विभाग

(डाक-तार बोर्ड)

नई दिल्ली, 18 सितम्बर, 1969

स्थायी आदेश क्रम संख्या 3926—स्थायी आदेश-क्रम संख्या 627, दिनांक 8 मार्च, 1969 द्वारा लागू किए गए 1951 के भारतीय तार नियमों के नियम 434 के खण्ड iii के पैरा (क) के अनुसार डाक-तार महा-निदेशक ने त्रिचूर टेलीफोन केन्द्र के स्थानीय क्षेत्र के ओल्लूर और अलागप्पानगर टेलीफोन केन्द्र में 16-10-69 से प्रमापित दर प्रणाली लागू करने का निश्चय किया है।

[संख्या 5-44/69 पी० एच० बी० (6)]

हरीकृष्ण सिंह,

सहायक महानिदेशक (पी० एच० ऐ०)

MINISTRY OF INDUSTRIAL DEVELOPMENT, INTERNAL TRADE AND COMPANY AFFAIRS

(Department of Internal Trade)

New Delhi, the 27th September 1969

**S.O. 3927.**—The following amendments made to the Articles of Association by the Alleppey Oil Millers' and Merchants' Association, Alleppey, in exercise of the powers conferred on it by sub-section (1) of Section 9A of the Forward Contracts Regulation Act, 1952 (74 of 1952) and approved by the Central Government are hereby published as required by sub-section (2) of the said section, namely:—

In the Articles of Association,—

(a) in Article 8—

(i) for clause (a) the following clause shall be substituted, namely:—

“(a) There shall be separate panels of members in respect of each commodity in which trading is permitted by the Forward Markets Commission in respect of that commodity.”

(ii) for clause (c) the following clause shall be substituted, namely:—

“(c) For the time being there shall be three panels known as Millers' Panel, Oil Exporters' Panel and Oil Dealers' Panel.”

(b) in Article 65, for clause (i) including the Note thereunder, the following shall be substituted, namely:—

“(i) Fifteen members elected at the Annual General Meeting from among the members of the Association as under:—

Members elected from the Millers' Panel by the members of that Panel. 5

Members elected from the Oil Exporters' Panel by the members of that Panel.	5
Members elected from the Oil Dealers' Panel by the members of that Panel.	5

[No. F. 13(4)-IT-FMC/69.]

P. SITARAMAN, Dy. Secy.

**औद्योगिक विकास अन्तर्राष्ट्रीय व्यापार और कम्पनी कार्य मंत्रालय**  
(अन्तर्राष्ट्रीय व्यापार विभाग)

नई दिल्ली, 27 सितम्बर, 1969

का० प्रा० 39 28—अग्रिम संविदा विनियमन अधिनियम, 1952 (1952 का 74) की धारा 9 क की उपधारा (1) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, एल्लेपी आयाल मिलर्स एण्ड मर्चेंट्स एसोसिएशन, एल्लेपी द्वारा संगम-अनुच्छेद में किए गये निम्नलिखित संशोधनों को जो केन्द्रीय सरकार द्वारा अनुमोदित हैं उक्त धारा की उपधारा (2) की अपेक्षानुसार, ऐतद्द्वारा प्रकाशित किया जाता है, अर्थात् :—

संगम-अनुच्छेदों में—

(क) अनुच्छेद 8 में—

(i) खण्ड (क) के स्थान पर, निम्नलिखित खण्ड प्रतिस्थापित किया जायेगा, अर्थात्:—

“(क) उस प्रत्येक वस्तु की बाबत सदस्यों के अलग अलग पैनल होंगे जिस वस्तु की बाबत व्यापार की बायदा बाजार आयोग द्वारा अनुज्ञा है।”

(ii) खण्ड (ग) के स्थान पर निम्नलिखित खण्ड प्रतिस्थापित किया जाएगा, अर्थात्:—

“(ग) वर्तमान में तीन पैनल होंगे जिन के नाम मिलर्स पैनल, तेल निर्यातकर्तृओं का पैनल, और तेल व्यापारियों का पैनल होंगे।”

(ख) अनुच्छेद 65 में खण्ड (i), जिस में उसके अन्तर्गत टिप्पण भी सम्मिलित है, के स्थान पर निम्नलिखित प्रतिस्थापित किया जाएगा, अर्थात् :—

“(i) संगम के सदस्यों में से वार्षिक साधारण अधिवेशन में निर्वाचित पन्द्रह सदस्य, निम्नानुसार :—

मिलर्स पैनल में से उस पैनल के सदस्यों द्वारा निर्वाचित सदस्य 5

तेल निर्यातकर्तृओं के पैनल में से उस पैनल के सदस्यों द्वारा निर्वाचित सदस्य 5

तेल व्यापारियों के पैनल से उस पैनल के सदस्यों द्वारा निर्वाचित सदस्य 5

[स० फा० 13(4) आई० टी० एफ० एम० सी० (69)]

प० सीतारामन्, उष तन्त्रि ।

## (Department of Industrial Development)

## (Indian Standards Institution)

New Delhi, the 10th September 1969

In pursuance of sub-regulations (2) and (3) of regulation 3 of the Indian Standards (Certification Marks) Regulations, 1955, the Indian Standards Institution hereby publishes the Indian Standard(s), particulars of which are given in the Schedule hereto annexed, published during the period 16 to 31 August, 1969 :

## THE SCHEDULE

1	d Title of the Indian Standard Establishment	No. and Title of the Indian Standard or Standards, if any, superseded by the new Indian Standard	Brief Particulars
(2)	(3)	(4)	
1	IS : 260-1969 Specification for aluminium sulphate, non-ferric ( <i>first revision</i> ).	IS : 260-1950 Specification for aluminium sulphate, non-ferric	This standard prescribes the requirements and the methods of sampling and test for aluminium sulphate, non-ferric. (Price Rs. 5.00).
2	IS : 1060 (Part III)-1969 Methods of sampling and test for paper and allied products, Part III.	..	This standard prescribes methods of test for paper and board for special purposes not covered in IS : 1060 (Part I)-1966 and IS : 1060 (Part II)-1960 (Price Rs. 4.00).
3	IS : 1448 (Part I)-1968 Method of test for copper strip corrosion ( <i>first revision</i> ).	IS : 1448 (Part I) 1960 P: 15 Method of test for copper strip corrosion	This method has now been issued in loose-leaf form and the procedure for determining the copper strip corrosion by the liquefied petroleum gases has been added. The method has been completely rewritten (Price Rs. 3.00).
4	IS : 1913-1969 General and safety requirements for electric lighting fittings ( <i>first revision</i> ).	IS : 1913-1961 General and safety requirements for electric lighting fittings.	This standard specifies the design and constructional requirements, marking and tests applicable to all the individual specifications on lighting fittings for indoor and outdoor purposes rated for a maximum voltage or 250 V. (Price Rs. 8.50)
5	IS : 2032 (Part IX)-1969 Graphical symbols used in electro-technology.	..	This standard covers graphical symbols for electron tubes and valves other than microwave tubes and valves. (Price Rs 5.50).
Part IX Electron tubes and valves (other than microwave tubes and valves).			

(1)	(2)	(3)	(4)
6	IS : 2597 (Part III)-1969 Code of practice for use of electron valves. Part III Transmitting and industrial valves.	..	This standard covers recommendations for the use of high power thermionic valves for transmitting and industrial purposes. (Price Rs. 4.00).
7	IS : 2720 (Part XIV)-1968 Methods of test for soils. Part XIV Determination of density index (relative density) of cohesionless soils.	..	This standard covers the laboratory method for the determination of the density index (relative density) of cohesionless free draining soils. Soils for which this method is applicable may contain up to 12 percent by weight of soil particles passing a 75-micron IS Sieve. (Price Rs. 6.00).
8	IS : 3972-1968 Methods of test for vitreous enamelware.	..	This standard prescribes the methods of test for vitreous enamelware, namely, tests for resistance to acid, alkali and water; resistance to thermal shock; 45°, 0°, directional reflectance, +45°, -45° specular gloss; adherence; resistance to torsion; resistance to abrasion; and warpage. (Price Rs. 11.50)
9	IS : 4410 (Part V)-1968 Glossary of terms relating to river valley projects. Part V Canals.	..	This glossary contains definitions of terms relating to canal system, types of canals, design of canals, cross-section of canals, longitudinal section of canals and canal lining (Price. Rs. 7.00).
10	IS : 4410 (Part VIII)-1968 Glossary of terms relating to river-valley projects Part VIII Dams and Dam sections.	..	This standard contains definitions of terms relating to types of dams, dam sections, galleries, shafts and tunnels, joints and grouting in dam. (Price Rs. 8.50).
11	IS : 4536 (Part II)-1969 Specification for composite bottom stainless steel cooking utensils. Part II 3-ply construction.	..	This standard lays down the requirements of 3-ply construction composite bottom stainless steel cooking utensil namely, frying-pans and saucepans. (Price Rs. 2.00).
12	IS : 4573-1968 Code of practice for design of mobile cranes (all types).	..	This standard covers power driven mobile cranes, either wheel mounted or tracked, of eight types but does not included rail-mounted cranes. (Price Rs. 8.50).
13	IS : 4722-1968 Specification for rotating electrical machines.	..	This standard covers rotating electrical machines without distinction of out put and voltage but excluding : (a) Traction equipment; and (b) Motors covered by IS : 996-1964. (Price Rs. 12.50).

(1)	(2)	(3)	(4)
14	IS : 4890-1968 Methods for measurement of suspended sediment in open channels.	..	This standard covers the methods and techniques of measurement and the instruments used in the estimation of suspended sediment load in open channels, where the flow is uni-directional. This excludes the direct methods of measurement (for which special instrument are necessary) and they will be covered in a separate standard. (Price Rs. 7.00).
15	IS : 4906-1968 Code of safety for radiochemical laboratory.	..	This code recommends measures that should be adopted to prevent harmful over-exposure to radiation in a radiochemical laboratory handling small amounts of radioactive materials during normal operations. It describes important characteristics of radioactive materials, nature of hazards, design requirements of laboratories and other essential information for protection against radiation (Price Rs. 11.00).
16	IS : 4909-1968 Specification for card and gill pins for use in jute industry.	..	This standard prescribes the requirements of card and gill pins for use in the jute industry (Price Rs. 3.50).
17	IS : 4926-1968 Specification for ready-mixed concrete.	..	This standard covers the requirements for supply of ready-mixed concrete. (Price Rs. 4.00).
18	IS : 4935-1968 Specification for synthetic syrups.	..	This standard prescribes the requirements and the methods of sampling and test for synthetic syrups. (Price Rs. 3.50).
19	IS : 4946-1968 Method for evaluation of strength and shade of naphthol.	..	This standard prescribes the method for determination of strength of naphthols listed in Table 1 by dying test. (Price Rs. 4.00).
20	IS : 4966 (Part II)-1969 Specification for gauges for serrations. Part II for gauging internal serrations.	..	This standard covers the main dimensions for GO and NOT GO gauges for internal serrations according to IS:3654-1966 (Price Rs. 3.50).
21	IS : 4972-1968 Specification for desistance spot-welding electrodes.	..	This standard lays down the code numbers (in metric units) dimensional requirements, and physical and mechanical properties for a series of spot-welding electrodes, cap electrodes and shanks, mainly intended for resistance spot welding of ferrous and non-ferrous metals.

(1)	(2)	(3)	(4)
			This standard has been prepared in two sections. Section 1 covers standard ISO tapers and section 2 more tapers. (Price Rs. 8.50).
22	IS : 4995-1968 Criteria for design of reinforced concrete bins (silos) for bulk food grain storage.	..	This standard deals with the general design criteria for the design of reinforced concrete bins used for bulk storage of grain. (Price Rs. 6.00).
23	IS : 5032-1969 Recommended sizes of cupola furnace for foundry.	..	This standard covers the recommended sizes of cold-chast cupolas for use in foundries. (Price Rs. 2.00).
24	IS : 5038-1969 Specification for ice cube trays for domestic refrigerators.	..	This standard specifies the essential dimensions of ice cube trays complete with grids for domestic refrigerators. (Price Rs. 2.00).
25	IS : 5045-1969 Specification for metanilic acid, technical.	..	This standard prescribes the requirements and the methods of sampling and test for metanilic acid, technical. (Price Rs. 4.00).
26	IS : 5050-1968 Code of practice for design, construction and maintenance of relief wells.	..	This standard covers design, construction, observation and maintenance of relief wells provided for earth dams resting on previous soil foundations. The principles however, may also be applied to other structures (such as spillway aprons, head regulators and other appurtenant structures) involving pervious foundations, where uplift pressures are likely to develop. (Price Rs. 8.00).
27	IS : 5051 (Part I)-1969 Specification for non-sealed electromagnetic relays for electronic and telecommunication equipment.  Part I General requirements and tests.	..	This standard covers the general requirements and methods of tests for judging the mechanical, electrical and climatic properties of non-sealed electromagnetic relays normally intended for use in electronic and telecommunication equipment. (Price Rs. 6.50).
28	IS : 5054 (Part I)-1969 Specification for radio frequency connectors. Part I General requirements and tests.	..	This standard covers connectors for radio frequency transmission lines and cables for use with electronic equipment. (Price Rs. 8.50).

(1)	(2)	(3)	(4)
29	IS : 5055-1969 Specification for lecithin, food grade	..	This standard prescribes the requirements and the methods of sampling and test for lecithin for use as food additive. (Price Rs. 5.00)
30	IS : 5069-1969 Glossary of terms relating to methods of mechanical testing of metals	..	This standard defines the various terms commonly used in the methods of mechanical testing. (Price Rs. 7.00)
31	IS : 5073-1969 Method for verification of rockwell superficial (N and T scales) hardness testing machines	..	This standard prescribes two methods for verification of testing machines for determining rockwell superficial hardness (N and T scales), namely, (a) Direct verification, and (b) Indirect verification by means of standardized blocks. (Price Rs. 3.50)
32	IS : 5074-1969 Method of axial load fatigue testing of steel	..	This standard prescribes the method for axial load fatigue test on test pieces without any features involving stress concentrations. (Price Rs. 4.00)
33	IS : 5079-1969 Specification for rubber valve-tubing for cycle tube valves	..	This standard prescribes the requirements, methods of sampling and test for rubber valve-tubing used on cycle tube valve. (Price Rs. 2.00)
34	IS : 5080-1969 Specification for brushes, nail-cleaning	..	This standard prescribes the requirements and the methods of sampling and test for nail-cleaning brushes manufactured from bristles. (Price Rs. 3.50)
35	IS : 5081-1969 Specification for glass tubes for fluorescent lamps.	..	This standard prescribes the requirements and the methods of sampling and test for glass tubes for fluorescent lamps. (Price Rs. 2.50)
36	IS : 5088 (Part I)-1969 Specification for textiles for ammunition  Part I Fabrics used in the manufacture of propellant charges and other purposes	..	This standard prescribes physical and chemical particulars of three varieties of cotton fabrics used in ammunition. (Price Rs. 2.50)
37	IS : 5088 (Part II)-1969 Specification for textiles for ammunition  Part II Cotton drill, olive green proofed, used in the manufacture of bandoliers	..	This standard prescribes physical and chemical requirements of cotton drill, olive green proofed, used for the manufacture of bandoliers. (Price Rs. 2.50)

(1)	(2)	(3)	(4)
38	IS : 5098-1969 Specification for cross-cut and rip saws	..	This standard specifies the requirements for cross-cut and rip saws for hand use. (Price Rs. 5.00)
39	IS : 5110-1969 Specification for corneal loupe	..	This standard covers the general and functional requirements of the corneal loupe. (Price Rs. 2.00)
40	IS : 5112-1969 General requirements and testing of ac cargo winches (for shipboard use)	..	This standard gives the general requirements and specifies the method of testing of electrically operated ac cargo winches, fitted on board ships for safe working loads from 1 to 8 tonnes. (Price Rs. 5.00)
41	IS : 5113-1969 General requirements and testing of ac mooring winches (for shipboard use)	..	This standard gives the general requirements and specifies the method of testing of electrically operated mooring winches fitted on boardships for rated loads from 1 to 32 tonnes. (Price Rs. 4.00)
42	IS : 5114-1969 Specification for reflectorized designs for mines	..	This standard applies to the design, construction and manner of erection of reflectorized accident-prevention and guide signs for use in and about mines. (Price Rs. 5.50)
43	IS : 5118-1969 Specification for constructional details of ventilation trunking for shipboard use	..	This standard gives the constructional details of trunkings used on board ships. (Price Rs. 6.00)
44	IS : 5119 (Part I)-1968 Code of practice for laying and fixing of sloped roof covering Part I Slating	..	This standard lays down requirements regarding the methods of laying and fixing of slates for roofing purposes. (Price Rs. 5.00)
45	IS : 5121-1969 Safety code for piling and other deep foundations	..	This standard lays down the safety requirements for piling and other deep foundations. (Price Rs. 4.00)
46	IS : 5125-1969 Method of test for rotary shaft oil seal units	..	This standard prescribes method of test for rotary shaft oil seals so as to determine their sealing quality. (Price Rs. 2.50)
47	IS : 5128-1969 Specification for avaram bark	..	This standard prescribes the requirements and the methods of sampling and test for avaram bark intended for tanning. (Price Rs. 5.00)
48	IS : 5130-1969 Specification for drums fitted to cargo and mooring winches	..	This standard lays down the requirements for drums fitted to cargo and mooring winches. (Price Rs. 2.50)



(1)	(2)	(3)	(4)
49	IS : 5133 (Part I)-1969 Specification for boxes for enclosure of electrical accessories Part I Steel and cast iron boxes	..	This standard specifies requirements for boxes made of steel or cast iron intended to contain one or more electrical accessories and to be recessed into a wall or ceiling or similar flat surfaced structure. Such boxes may also be suitable for surface mounting. (Price Rs. 4.00)
50	IS : 5134-1969 Specification for bitumen impregnated paper and board	..	This standard prescribes the requirements and the methods of sampling and test for bitumen impregnated paper intended for use as a packaging material. (Price Rs. 2.50)
51	IS : 5135-1969 Specification for hand rotary duster, belly-mounted types	..	This standard prescribes the requirements and the methods of testing the performance of hand rotary duster, belly-mounted type, used for dusting pesticides in powder form on agricultural crops and in warehouses. (Price Rs. 5.00)
52	IS : 5136-1969 Specification for brass serving utensils	..	This standard lays down the requirements for service trays (rectangular, oval and round), entree dishes (oval and round) and jugs. (Price Rs. 3.50)
53	IS : 5137-1969 Specification for cement grouting hose of rubber with woven textile reinforcement	..	This standard prescribes the requirements, methods of sampling and test for cement grouting hose of rubber with woven textile reinforcement and built on mandrels. The hoses are designed for working pressures up to 10.0 kgf/cm <sup>2</sup> . (Price Rs. 2.50)
54	IS : 5140-1969 Specification for auriscope	..	This standard covers the general functional requirements of auriscope. (Price Rs. 2.50)
55	IS : 5141-1969 Specification for wooden cones for winding yarn	..	This standard prescribes requirements for and method of sampling of wooden cones for winding yarn (crosswound) This standard covers cones having the following angles: a) 3° 30', b) 4° 20', and c) 5° 57'. (Price Rs. 2.50)
56	IS : 5145-1969 Specification for walking sticks	..	This standard covers the requirements pertaining to material, shape, dimensions, workmanship, finish and performance of walking sticks (wooden, cane and aluminium). (Price Rs. 2.50)
57	IS : 5146-1969 Specification for sounding sextant	..	This standard covers the requirements of a sounding sextant. (Price Rs. 2.50)

(1)	(2)	(3)	(4)
58	IS : 5147-1969 Specification for examination lamp with bull's eye condenser (floor model)	..	This standard covers the general and functional requirements of examination lamp with bull's eye condenser. (Price Rs. 2.50)
59	IS : 5148-1969 Specification for hand magnifiers (circular)-50, 75 and 100 mm	.	This standard covers the requirements of circular hand magnifiers having magnification of 2 X or 3 X and with clear aperture of 50, 75 and 100 mm, used for general purposes. (Price Rs. 2.00)

Copies of these Indian Standards are available for sale with the Indian Standards Institution, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-1 and also its branch office at i) 534 Sardar Vallabhbhai Patel Road, Bombay-7 ii) 5, Chowringhee Approach Road, Calcutta-13 iii) 54 General Patters Road, Madras-2 iv) 117/418 B, Sarvodaya Nagar, Kanpur and v) 5-9-201/2, Chirag Ali Lane, Hyderabad-1.

[No. CMD/13 : 2]

New Delhi, the 15th September 1969

**S. O. 393.**—In pursuance of sub-regulation (1) of Regulation 8 of the Indian Standards Institution (Certification Marks), Regulations, 1955, as amended from time to time, the Indian Standards Institution hereby notifies that twentythree licences, particulars of which are given in the following Schedule, have been granted authorizing the licensees to use the Standard Marks:

#### THE SCHEDULE

Sl No.	Licence No. (CM/L)	Period of Validity From To		Name and Address of the Licensee	Article/Process covered by the Licence and the Relevant IS: Designation
1	2	3	4	5	6
1	CM/L-2043 8-8-1969	16-8-1969	15-12-1969	M/s Keen Pesticides (Private) Ltd., Industrial Estate, Mudaliar P.O., (Via) Perumbavoor, Kerala having their office at Tower House, M.G. Road, Ernakulam.	BHC dusting powders— IS:561-1962
2	CM/L-2044 8-8-1969	16-8-1969	15-12-1969	Do.	DDT dusting powders— IS:564-1961
3	CM/L-2045 12-8-1969	1-9-1969	31-7-1970	M/s Plava Chemicals, 3-C Nelson Manicka Mudaliar Road, Aminjikarai, Madras-29	BHC water dispersible powder concentrates— IS:562-1962
4	CM/L-2046 18-8-1969	16-8-1969	15-8-1970	M/s Hulkoti Co-operative Cattle Feed Processing Society Ltd., Hulkoti Taluka, Gadang District, Dharwar (Mysore State).	Compounded ice for cattle— IS:2052-1968
5	CM/L-2047 18-8-1969	16-8-1969	15-8-1970	M/s Deepak Pulverisers, Kolshet Road, Thana, Maharashtra State.	BHC dusting powders— IS:561-1962
6	CM/L-2048 18-8-1969	16-8-1969	15-8-1970	Do.	Endrin emulsifiable concentrates— IS:1310-1958
7	CM/L-204 18-8-1969	1-9-1969	31-8-1970	M/s Kesoram Cement Prop: Kesoram Industries & Cotton Mills Ltd), Basantnagar, P.B. No. 6, P.O. Paddapalli, Distt Karimnagar, Andhra Pradesh.	Ordinary portland cement— IS:269-1958

1	2	3	4	5	6
8	CM/L-2050 18-8-1969	16-8-1969	15-8-1970	M/s Mysore Iron & Steel Ltd., Bhadravati Mysore State, Southern Railway.	Carbon steel bars for forgings— IS:4369-1967
9	CM/L-2051 14-8-1969	16-8-1969	15-8-1970	M/s Punjab Dairy Development Corporation Ltd., 1560, Sector 18-D, Chandigarh, Factory at Verka Under the Style of Milk Plant.	Milk powder (whole)— IS:1165-1967
10	CM/L-2052 18-8-1969	16-8-1969	15-8-1970	M/s Hulkoti Co-operative Cattle Feed Processing Society Ltd., Hulkoti Taluka, Gadang Distt. Dharwar, (Mysore State).	Poultry feeds— IS:1374-1968
11	CM/L-2053 20-8-1969	1-9-1969	31-8-1970	M/s Jammu Rosin & Turpentine Factory, P.O. Miransahib, Jammu Tawi.	Gum spirit of turpentine, grade 2—IS:533-1954
12	CM/L-2054 21-8-1969	1-9-1969	31-8-1970	M/s Arun Steel Industries, 1, Oil Installation Road, Calcutta-43.	Structural steel (standard quality)— IS:226-1962
13	CM/L-2055 21-8-1969	1-9-1969	31-8-1970	Do.	Structural steel (ordinary quality)— IS:1977-1962
14	CM/L-2056 25-8-1969	1-9-1969	31-8-1970	M/s Standard Mineral Products Pvt. Ltd., Subhas Nagar, Jogeshwari (East), Bombay-60.	BHC emulsifiable concentrates— IS:632-1966
15	CM/L-2057 25-8-1969	1-9-1969	31-8-1970	Do.	Aldrin emulsifiable concentrates— IS:1307-1958
16	CM/L-2058 26-8-1969	1-9-1969	31-8-1970	M/s Eastern Electrical Compnay (P) Ltd., 26/22, Aerodrome Road, Singanallur Post, Coimatore-5 (Tamil Nadu).	Three-phase induction motors, 3.7 KW (5 HP), 400/440 V, with class 'A' insulation— IS:325-1961
17	CM/L-2059 26-8-1969	1-9-1969	31-8-1970	M/s Punjab Steel Rolling Mills, Old Station Road, Baroda-5.	Hot rolled mild steel medium tensile steel and high yield strength steel deformed bars for concrete reinforcement— IS:1139-1966
18	CM/L-2060 28-8-1969	1-9-1969	31-8-1970	M/s All India Medical Corporation, Mulji Jetha Building, 185, Princess Street, Bombay-2.	Aldrin emulsifiable concentrate— IS:1307-1958
19	CM/L-2061 28-8-1969	1-9-1969	31-8-1970	Do.	Aldrin dusting powders— IS:1308-1958
20	CM/L-2062 29-8-1969	1-9-1969	31-8-1970	M/s Indo Japan Steels Limited, 5, G.T. Road, Belur, Howrah Distt. having their office at 11 Government Place (East), Calcutta-1.	Structural steel (Standard quality)— IS:226-1962


1	2	3	4	5	6
21	CM/L-2063 29-8-1969	1-9-1969	31-8-1970	M/s. Indo Japan Steels Limited, 5, G.T. Road, Belur, Howrah Dist. having their office at 11 Government Place (East), Calcutta-1.	Structural steel (ordinary quality)—IS:1977-1962
22	CM/L-2064 28-8-1969	16-9-1969	15-9-1970	M/s D.G.L. Private Ltd. 19-A, Najafgarh Road, New Delhi having their Regd. Office at 14-M Block, Connaught Circus, New Delhi,	1800-1/mm trailer pump for fire brigade use—IS:944-1966
23	CM/L-2065 29-8-1969	1-9-1969	31-8-1970	M/s Kohinoor Colour & Varnish Works, Chheharta, Amritsar having their Office at 13 R.B. Rattan Chand Road, The Mall, Amritsar.	Ready mixed paints—IS:103-1962, IS:104-1962, IS:106-1962, IS:123-1962, IS:1188-1957 and IS:2074-1962

[No. CMD/13:11]

**S.O. 3931.**—In pursuance of sub-rule (1) of rule 4 of the Indian Standards Institution (Certification Marks) Rules, 1955 the Indian Standards Institution hereby notifies that the Standard Mark, design of which together with the verbal description of the design and the title of the relevant Indian Standard is given in the Schedule hereto annexed, has been specified.

This Standard Mark for the purpose of the Indian Standards Institution (Certification Marks) Act, 1952 and the Rules and Regulations framed thereunder, shall come into force with effect from 16 September 1969:

## THE SCHEDULE

Sl No.	Design of the Standard Mark	Product/Class of Product	No. and Title of the Relevant Indian Standard	Verbal description of the design of the Standard Mark
1	2	3	4	5
1	IS:1626 	Asbestos cement building pipes, gutter and fittings	IS:1626-1960 Specification for asbestos cement building pipes, gutters and fittings (spigot and socket types)	The monogram of the Indian Standards Institution, consisting of letters 'ISI', drawn in the exact style and relative proportions as indicated in Col. (2), the number designation of the Indian Standard being superscribed on the top side of the monogram as indicated in the design.

[No. CMD/13:9]

**S.O. 3932.**—In pursuance of sub-regulation (3) of regulation 7 of the Indian Standards Institution (Certification Marks) Regulations, 1955, the Indian Standards Institution hereby notifies that the marking fee per unit for asbestos Cement building pipes, gutters and fittings, details of which are given in

The Schedule hereto annexed, has been determined and the fee shall come into force with effect from 16 September 1969:

THE SCHEDULE

Sl. No.	Product/Class of Products	No. and Title of Relevant Indian Standard	Unit	Marking Fee per Unit
1	2	3	4	5
	Asbestos cement building pipes, gutters and fittings.	IS:1626-1960 Specification for asbestos cement building pipes, gutters and fittings (spigot and socket types)	One tonne	Rs. 10.00

[No. CMD/13:10]

New Delhi, the 16th September 1969

S.O. 3933.—In partial modification of the then Ministry of Industry and Supply (Indian Standards Institution) notification No. S.O. 59, dated 17th December, 1965, published in the Gazette of India, Part II, Section 3, Sub-section (ii) dated 1st January, 1966, the Indian Standards Institution hereby notifies that sub-item (iii) under Col. (3) of Sl. No. 1 of the schedule thereof shall be substituted by the following matter:

(iii) IS:3975-1967, Specification for mild steel wires, strips and tapes for armouring cables.

2. This notification shall come into force with effect from 1 August, 1969.

[No. CMD/13:10.]

S.O. 3934.—In pursuance of sub-rule (2) of rule 4 of the Indian Standards Institution (Certification Marks) Rules, 1955, as amended from time to time, it is hereby notified that the Standard Mark for galvanized steel wires and tapes for armoured cables, relating to IS:1554 (Part I)-1961, Specification for PVC insulated (heavy duty) electric cables: Part I for working voltages up to and including 1 100 volts [subsequently revised as IS:1554 (Part I)-1964], details of which were published in the Gazette of India, Part II, Section 3(ii) dated 1 January, 1956 under number S.O. 57, dated 17 December 1965, has been rescinded with effect from 1 August, 1969.

[No. CMD/13:9.]

New Delhi, the 18th September 1969

S.O. 3935.—In pursuance of sub-regulation (4) of regulation 14 of the Indian Standards Institution (Certification Marks) Regulations, 1955, as amended from time to time, the Indian Standards Institution hereby notifies that licence No. CM/L-585, particulars of which are given below, has been cancelled with effect from 16 October 1969.

Licence No.	Name & Address of the Licensee	Articles/Process covered by the License	Relevant Indian Standard
CM/L-585 24-9-1963	M/s Annapurna Pulverising Mills, Industrial Estate, Eluru (W.G. Distt), Andhra Pradesh.	DDT dusting powders	IS:564-1961

[No. CMD/55:585]

**S.O. 3936.**—In pursuance of sub-regulation (4) of regulation 14 of the Indian Standards Institution (Certification Marks) Regulations, 1955, as amended from time to time, the Indian Standards Institution hereby notifies that consequent upon the change in the management of the firm, the Licences No. CM/L-1346, CM/L-1342, CM/L-1348, CM/L-1349, CM/L-1401, CM/L-1406 and CM/L-1859, particulars of which are given below will stand cancelled with effect from 1st October 1969 from which date new licences corresponding to these items have been granted in the name of the firm.

Licence No.	Name and Address of Licensee	Article/Process covered by the Licence	Relevant Indian Standard
CM/L-1346 14-10-1966	M/s Industrial Minerals & Chemical Company, Kurla Marol Road, Chakala, Andheri, Bombay-58 having their office at 125 Narayan Dhuru, Nagdevi, Bombay-3.	BHC water dispersible powder concentrates.	IS:562-1962
CM/L-1347 14-10-1966	Do.	DDT water dispersible powder concentrates.	IS:565-1961
CM/L-1348 14-10-1966	Do.	Endrin emulsifiable concentrates	IS:1310-1958
CM/L-1349 14-10-1966	Do.	Malathion emulsifiable concentrates	IS:2567-1963
CM/L-1401 28-2-1967	Do.	BHC dusting powders	IS:562-1962
CM/L-1406 13-3-1967	Do.	Aldrin emulsifiable concentrates.	IS:1307-1958
CM/L-1859 11-12-1968	Do.	BHC emulsifiable concentrates	IS:632-1966

[No. CMD/55.1346]

S.O. 3937.—The Certification Marks Licences, details of which are given in the following Schedule, have lapsed or their renewals deferred:

SCHEDULE

Serial No.	Licence No. and Date	Licencee's Name and Address.	Article/Process and the Relevant IS: No.	S. O. Number and date of the Gazette Notifying Grant of Licence	Remarks
(1)	(2)	(3)	(4)	(5)	(6)
1	CM/L-374 11-1-1962	Abrol Engg. Co., Circular Road, Kapurthala	Metal clad switches 15 amps, 250 volts with HC and MEM type fuse bases and carriers—IS: 4064-1967	S.O. 1062 dt. 7-4-1962	Deferred after 31-7-1969.
2	CM/L-506 13-2-1963	The Great Indian Plywood Manufacturing Co., 76, Jessore Road, Dum Dum, Calcutta-28.	Tea-chest metal fittings—IS: 10-1964.	S.O. 695 dt. 23-3-1963	It was deferred after 28-2-1969 and has now to be treated as lapsed after that date.
3	CM/L-552 25-6-1963	Bharat Pulverising Mills Pvt. Ltd., 38-A Sayani Road, Bombay-28.	BHC emulsifiable concentrates—IS: 662-1966	S.O. 2036 dt. 20-7-1963	Deferred after 15-7-1969.
4	CM/L-679 29-5-1964	Optimohar Industries Pvt. Ltd., Harichand Textile Mill's Compound, Vikhroli, Bombay-79.	(i) Oil pressure stoves, type A1 B2 B3 (ii) Roarer and silencer type burners for oil pressure stoves—IS: 1342-1964.	S.O. 2173 dt. 20-6-1964	Deferred after 15-7-1969.
5	CM/L-706 29-6-1964	Rama Rolling Mills, 156, Manickotola Main Road, Calcutta.	Structural steel (standard quality)—IS: 226-1962.	S.O. 2590 dt. 1-8-1964	Deferred after 31-7-1969.
6	CM/L-707 29-6-1964	Do.	Structural steel (ordinary quality)—IS: 1977-1962	Do.	Deferred after 31-7-1969.
7	CM/L-708 29-6-1964	Sun Rolling Mills Pvt. Ltd., 8, Bidhan Saranee, Calcutta.	Structural steel (standard quality)—IS: 226-1962.	Do.	Deferred after 31-7-1969.
8	CM/L-709 29-6-1964	Do.	Structural steel (ordinary quality)—IS: 1977-1962.	Do.	Deferred after 31-7-1969.
9	CM/L-743 21-7-1964	Croplife Chemicals (P) Ltd., 32, Fortshore Road, Sibpore, Howrah having their Office at Sooterkin Street, Calcutta-13.	Dieldrin emulsifiable concentrates—IS: 1054 1962	S.O. 3487 dt. 3-10-1964	Lapsed after 15-8-1969.

(1)	(2)	(3)	(4)	(5)	(6)
10	CM/L-745 24-7-1964	Lloyd Bitumen Products Pvt. Ltd., 1 Tara- tala Road, Calcutta-53 having their Office at 4 A. Royd Street, Calcutta-16.	Hot applied sealing compounds, grade 'B' (jet fuel resistance)—IS: 1834-1961.	S.O. 3487 dt. 3-10-1964	Deferred after 15-8-1969.
11	CM/L-753 4-8-1964	Hindusthan Twyford Ltd., Bahadurgarh, Distt. Rohtak (Haryana)	Flushing cisterns for water closets and urinals valveless siphonic type, vitreous china— IS: 774-1964.	S.O. 3553 dt. 10-10-1964	Deferred after 15-8-1969.
12	CM/L-754 4-8-1964	Hindusthan Twyford Ltd., Bahadurgarh, Distt. Rohtak (Haryana)	Vitreous sanitary appliances (vitreous china)— (1) Squatting pans, long pan pattern; size 450 mm, 630 mm, 580 mm and 680 mm (2) Squatting pans, orissa pattern; sizes 630 × 450 mm, 580 × 440 mm; (3) Wash-basins, flat back, sizes 550 × 440 mm, 450 × 300 mm, 630 × 450 mm; (4) Sinks, laboratory, size 400 × 250 × 150 mm; (5) Urinals (bowls flat back); (6) Wash-down water closets; and (7) Pedestals for wash basins—IS: 2556- 1967.	S.O. 3553 dt. 10-10-1964	Deferred after 15-8-1969.
13	CM/L-771 24-8-1964	Taj Iron & Steel Works Pvt. Ltd., Taj Manzil 247, Maulana Azad Road, Bombay.	Structural steel (standard quality)—IS: 226- 1962	Do.	It was deferred after 31-8-1968 and has now to be treated as lapsed after that date.
14	CM/L-772 24-8-1964	Do.	Structural steel (ordinary quality) —IS: 1977- 1962	Do.	It was deferred after 31-8-1968 and has now to be treated as lapsed after that date.
15	CM/L-1048 29-3-1965	Dhanpat Mall Jawa'a Dass Feed Mills, 33, Najafgarh Industrial Area, New Delhi-15 (Factory under the style of Nandi Proven- der Mills).	Balanced feed mixtures for cattle—IS: 2052- 1962	S.O. 1406 dt. 1-5-1965	It was deferred after 15-4-1968 and has now to be treated as lapsed after that date.



16	CM/L-1113 20-7-1965	Electrical Machine Industries Pvt. Ltd., 187 Netaji Subhas Chandra Bose Road, Calcutta-40 having their office at 61/30 Moore Avenue, Calcutta-40.	Arc welding transoformers, single operator type 420 volts up to 350 amps max. continuous hand welding current—IS-1851-1966.	S.O. 2667 dt. 28-8-1965	Deferred after 31-7-1969.
17	CM/L-1118 28-7-1965	Malawa Ram Handa & Sons, G. T. Road, Phagwara, Distt. Kapurthala (Punjab).	Structural steel (standard quality)—IS: 226-1962	Do.	Deferred after 15-8-1969.
18	CM/L-1119 28-7-1965.	Do.	Structural steel (ordinary quality), tested steel sections of the following sizes only: (a) Rods and squares 6 mm to 40 mm (1/4 inch to 1-5/8 inch.) (b) Flat—width 12.5 mm to 100 mm (1/2 inch to 4 inches) thickness 1.5 mm X 25 mm (1/16 inch X 1 inch). (c) Angles—25 mm X 25 mm X 3 mm (1 inch X 1 inch X 1/8 inch) 50 mm X 50 mm X 6 mm (2 inch X 2 inches X 1/4 inch). (d) Gate channels, hexagonal bars up to 25 mm (1 inch)—IS: 1977-1962.	Do.	Deferred after 15-8-1969.
19	CM/L-1193 10-1-1966	The Bharat Carbon & Ribbon Mfg. Co. Ltd. 543 Basant Lal Saha Road, Calcutta-53 having their Office at N-75 Bombay Life Bldg. Connaught Circus, New Delhi.	Ink, duplicating, all weather, black, for rotary type machines—IS:1222—1957.	S.O. 525 dated 19-2-1966	Deferred after 15-7-1969.
20	CM/L-1195 10-1-1966	Prakash Metal Industries, Chhachrauli Gate, Jagadhri (Haryana).	Rolled brass plastic, sheet, strip and foil, grade Bs. 63—IS: 410-1967.	S.O. 525 dt. 19-2-1966	Deferred after 31-7-1969
21	CM/L-1286 28-6-1966	Power Cables Pvt. Lt., Vithalwadi, Kalyan (Maharashtra).	Galvanized iron & steel wire for telegraph and telephone purposes—IS: 279-1961.	S.O. 2248 dt. 30-7-1966	Lapsed after 15-7-1969.
22	CM/L-1294 30-6-1966	Welding Electrodes and Metallic Alloys Ltd., Plot No. 4 Kalwa Industrial Area, Thana-Belapur Road, Distt. Thana (Maharashtra)	Covered electrodes for metal arc welding of mild steel of normal penetration type—IS: 814-1967.	Do.	Deferred after 15-7-1969.
23	CM/L-1299 22-7-1966	Eldee Wire Ropes Pvt. Ltd., Lekhray Devraj Industrial Estate, Satki Naka, Kurla Vihar Road, Bombay-70 having their Office at 3, Broach Street, Bombay-9.	Steel wire ropes for haulage purposes in mines IS: 1856—1961.	S.O. 2600 dt. 27-8-1966	Lapsed after 31-7-1969.
24	CM/L-1309 29-7-1966	Plant Protection Products (Pvt.) Ltd., Kodavur (S. Rly), Nellore Distt. having their Office at 4/90 A, Nawabpet, Nellore-2 (A.P.)	Malathion emulsifiable concentrator—IS: 2567-1963.	Do.	Deferred after 15-8-1969.

(1)	(2)	(3)	(4)	(5)	(6)
25	CM/L-1336 29-9-1966	Foods, Fats & Fertilizers Ltd., Tanaku Road, Poultry fees, growing, laying and starting— Tadepalligerdem, West Godavari Distt.(A.P.) IS : 1374—1968.		S.O. 3255 dt. 5-11-1966.	It was deferred after 31-3-1968 and has to be treated as lapsed after that date.
26	CM/L-1354 30-11-1966	Bengal Sports Goods Industries Co-operative Society Ltd., 45 B. T. Road, Bangalore, Calcutta-50.	Foot balls, volley balls, basket balls & water polo balls—IS: 417-1965.	S.O. 3923 dt. 24-12-1966	Lapsed after 31-7-1969.
27	CM/L-1355 30-11-1966	Bengal Sports Goods Industries Co-operative Society Ltd., 45 B.T. Road, Bangalore, Calcutta-50.	Shuttle cocks— IS: 415—1963.	S.O. 3923 dt. 24-12-1966	Lapsed after 31-7-1969.
28	CM/L-1460 16-6-1967	Udyogin Metal Industries, 6, Sewree Cross Road, Bombay-15.	Lead sheet for use in chemical industry— IS: 405-1961.	S.O. 2650 dt. 5-8-1967	Lapsed after 30-6-1969.
29	CM/L-1685 30-4-1966	Western Corporation, S-26 Industrial Town Jullundur City.	Volley-balls (laceless)—IS: 417-1965.	S.O. 2127 dt. 15-6-1968.	It was deferred after 30-4-1969 and has now to be treated as lapsed after that date.
30	CM/L-1712 4-6-1968	Parshotam Singh Gambhir, W/2 Industrial Area, Yamuna Nagar, Distt. Ambala.	Tea-chest battens—IS: 10-1964	S.O. 2577 dt. 20-7-1968.	Deferred after 30-6-1969.
31	CM/L-1732 2-7-1968.	Chambal Valley Chemicals, B-5 Industrial Estate, Kota-1 (Rajasthan).	Endrin emulsifiable concentrate— IS: 1310 1958.	S.O. 3111 dt. 14-9-1968	Lapsed after 15-7-1969.
32	CM/L-1739 11-7-1968	Mukund Iron & Steel Works, Agra Road, Kurla, Bombay-70.	Hot rolled mild steel and medium tensile steel deformed bars for concrete reinforcement— IS: 1139-1966.	Do.	Lapsed after 15-7-1969.
33	CM/L-1740 11-7-1968	Do.	Cold twisted steel bars for concrete reinforcement up to 14 mm diameter or equivalent sections—IS: 1786-1966.	Do.	Lapsed after 15-7-1969.
34	CM/L-1741 12-7-1968.	Surrendra Industries (Bombay) Pvt. Ltd., Pokhran Road, Majiwada Village, Thana having their Office at 24, Baroda Street, Bombay-9.	Structural steel (standard quality)— IS: 226-1962	S.O. 3111 dt. 14-9-1968	Deferred after 15-7-1969.
35	CM/L-1742 12-7-1968	Do.	Structural steel (ordinary quality)—IS: 1977-1962	Do.	Deferred after 15-7-1969.

36	CM/L-1750 18-7-1968	Punjab Engineering & Foundry Corpn., G.T. Road, Suranussi, Jullundur.	Sand cast iron soil pipes, 50 mm, 75 mm & 100 mm sizes only—IS: 1729—1964.	Do.	Lapsed after 31-7-1969.
37	CM/L-1753 23-7-1968	Ramchandra Heeralal, 62, College Ghat Road Shalimar (Howrah), having their Office at 138, Canning Street, Calcutta-1.	Structural steel (standard quality)—IS: 226-1962	Do.	Deferred after 31-7-1969.
38	CM/L-1754 23-7-1968	Do.	Structural steel (ordinary quality)—IS: 1977 1962.	Do.	Deferred after 31-7-1969.
39	CM/L-1755 23-7-1968	Ramchandra Heeralal, 62, College Ghat Road, Shalimar, Howrah.	Rivet bars for structural purposes IS: 1148-1964.	Do.	Deferred after 31-7-1969.
40	CM/L-1767 19-8-1968	Parkash & Co., 5/17 Kirti Nagar Industrial Area, New Delhi-15.	Brass ball valves (horizontal plunger type) 15 mm size—IS: 1703-1962.	S.O. 3677 dated 19-10-1968	Deferred after 31-8-1969.
41	CM/L-1773 30-8-1968	Jindal (India) Pvt. Ltd., 4, Dharamola Road, P.O. Bellurmath, Distt. Howrah having their Office at 161-1 Mahatma Gandhi Road, Calcutta.	Mild steel tubes and tubulars, med. tm (100 mm)—IS: 1239—1964.	Do.	Lapsed after 31-8-1969.
42	CM/L-1780 30-8-1968	Nistarini Electric Co. (P) Ltd., 48/1, G. T. Road Baidyabati, Distt. Hooghly, W. Bengal.	Motors with class 'A' insulation, 0.75 KW. (1 HP) only, single phase—IS: 996-1964.	Do.	Deferred after 31-8-1969.

[No. CMD/13 : 14]  
A. K. GUPTA,  
Deputy Director General.

**OFFICE OF THE COMMISSIONER OF INCOME-TAX, ORISSA, BHUBANESWAR**

*Bhubaneswar, the 18th June, 1969*

**S.O. 3938.**—With effect from 1st July, 1969 the existing charge of the Income-tax Officer, E-Ward, Cuttack, under the jurisdiction of the Inspecting Assistant Commissioner of Income-tax, Cuttack Range, Cuttack shall be abolished.

[No. Adm.(I.T.)XIII-2/69.]

*Bhubaneswar, the 27th June 1969*

**S.O. 3939.**—With effect from 1st July, 1969, the existing charge of the Income-tax Officer, D-Ward, Sambalpur under the jurisdiction of the Inspecting Assistant Commissioner of Income-tax, Sambalpur Range, Sambalpur, shall be abolished.

[No. Adm.(I.T.)XIII-5/69.]

**ORDER UNDER SECTION 124(2) OF THE INCOMETAX ACT: 1961**

*Bhubaneswar, the 28th June, 1969*

**S. O. 3940.**—Whereas by order No. Pilot-1/I.T. XIII-3/ dated 6-1-1968 under sub-section (1) of Section 124 of the Income-tax Act, 1961 all the functions of an Income-tax Officer in respect of persons assessed or assessable by the Income-tax Officers, Cuttack Circle, have been assigned concurrently to all Income-tax Officers of that Circle;

And, whereas it is proposed to allocate and distribute the work to be performed by each of the Income-tax Officers aforesaid under the Income-tax Act, 1961;

The Commissioner of Income-tax, Orissa, Bhubaneswar hereby directs that the Income-tax Officers mentioned in column 2 of the schedule below shall perform the functions mentioned in column 3 thereof in respect of areas, persons, classes of persons, incomes, classes of incomes, cases or classes of cases mentined in the corresponding entry in column 4 of the said Schedule

**SCHEDULE**

Sl. No.	Designation of the officer	Functions to be performed	Jurisdiction
1	2	3	4
1	Income-tax Officer, Administration, Cuttack.	General administration functions under sections 139, 140A(3) & 141 of the Income-tax Act, 1961 and the functions of issue of notice of demand under section 156 in respect of amounts which become payable as a result of orders under sections 140A(3) & 141 of the Income-tax Act, 1961.	All assesseees of Cuttack Circle.
2	Income-tax Officer Collection, Cuttack.	All the functions of an Income-tax Officer mentioned in sections 154, 155 and 156 & Collection and recovery of tax and issue of refunds & all functions under Chapter XVII (excluding sections 199, 214 to 217 (both inclusive) & 219 of the Income-tax Act, 1961]	All assesseees of Cuttack Circle.

1	2	3	4
3	Income-tax Officer, A-Ward, Cuttack.	All functions of an Income-tax Officer, other than those allocated to Income-tax Officers, Adms. and Collection.	<p>(i) All limited companies having their registered offices within the revenue district of Cuttack and Dhenkanal</p> <p>(ii) All directors and managing Agents of the companies referred to at item (i) above.</p> <p>(iii) All Co-operative Societies having their Registered Offices within the revenue district of Cuttack.</p> <p>(iv) All persons or classes of persons residing in and/or having their principal place of business, profession or vocation within the revenue district of Cuttack whose latest completed assessment as on 30-6-69 has been made on a total income of Rs. 75,000/- or above.</p> <p>(v) All persons carrying on business of shipping (inclusive of Tramp shipping in Port of Paradeep) Docks, Ship repairs shippers and charterers of ships and Cargo Boats.</p> <p>(vi) All persons or classes of persons residing in and/or having their principal place of business, profession or vocation within the revenue district of Cuttack who have not been hitherto assessed to tax and who have filed or file a return showing total income of Rs. 10,000/- and above.</p>
4	Income-tax Officer, D-Ward, Cuttack.	All the functions on an Income-tax Officer other than those allocated to I.T.Os, Collection and Administration.	<p>(i) All persons or classes of persons residing in and/or having their principal place of business profession or vocation within the revenue district of Cuttack whose latest completed assessment as on 30-6-69 has been completed on a total income of Rs. 20,000/- or above but below Rs. 75,000/-.</p>
5	Income-tax Officer, C-Ward, Cuttack.	All the functions of an Income-tax Officer other than those allocated to Income-tax Officers, Collection and Administration.	<p>(i) All persons or classes of persons residing in and/or having their principal place of business profession or vocation within the revenue district of Cuttack whose latest completed assessment as on 30-6-69 has been made on a total income of Rs. 10,000/- or above but below Rs. 20,000.</p> <p>(ii) All persons or classes of persons residing in and/or having their principal place of business profession or vocation within the revenue district of Cuttack who have not been hitherto assessed to tax and who have filed or file a return showing total income less than Rs. 10,000/-</p>

1	2	3	4
6	Income-tax Officer, D-Ward, Cuttack.	All the functions of an Income-tax Officer other than those allocated to Income-tax Officers, Collection & Administration.	<p>(i) All persons deriving income under the head "salary" within the revenue district of Cuttack no portion of whose income falls to be assessed u/s 28 of the Income-tax Act, 1961 (43 of 1961) or u/s. 10 of the Indian Income-tax Act, 1922.</p> <p>(ii) All persons or classes of persons residing in and/or having their principal place of business, profession or vocation within the revenue district of Cuttack whose latest completed assessment as on 30-6-69 has been made on a total income below Rs 10,000/-.</p>

Provided that:—

1. If an Income-tax Officer has jurisdiction over a firm he will also have jurisdiction over all the partners of the firm.

2. If a person is a partner in more than one firm falling under jurisdiction of different Income-tax Officers, the Income-tax officer whose designation appears first in the above table will have jurisdiction over his case.

3. The above officers will also have jurisdiction over such cases as are or may hereafter be assigned to them under sec. 127 of the Income-tax Act, 1961 (No. 43 of 1961) and over such cases as assigned to them under section 5(7A) of the Indian Income-tax Act, 1922 (XI of 1922) respectively and that they will not hold jurisdiction over such cases as fall within the jurisdiction of the Income-tax Officers:—

1. Bhubaneswar Circle Bhubaneswar
2. Income-tax-cum-Estate Duty Circle, Bhubaneswar, and
3. Central Circle, Cuttack.

and also over such cases which are/or may hereafter be specifically assigned to any other Income-tax Officer u/s. 5(7A) of the Indian Income-tax Act, 1922 (XI of 1922) or u/s. 127 of the Income-tax Act, 1961 (No. 43 of 1961).

This order shall come into force from 1-7-1969.

[No. Adm (L.T.) XIII-2/69]

**S.O. 3951.**—In exercise of the powers conferred by Sub-section (1) of Section 124 of the Income tax Act, 1961 (43 of 1961) and in supersession of all the previous orders on the subject, the Commissioner of Income-tax, Orissa, Bhubaneswar hereby directs that the Income-tax Officers mentioned in Col. 2 of the schedule below, shall perform their functions in respect of such areas and/or such persons or classes of persons and/or such incomes or classes of incomes as are mentioned against their names in Col. 4 of the said schedule excluding cases allotted to any other Income-tax Officer by the orders of the Commissioner of Income-tax, Orissa, Bhubaneswar or by the Central Board of Direct Taxes, New Delhi under Section 127 of the Income-tax Act, 1961 or under the corresponding provisions of the Indian Income-tax Act, 1922.

#### SCHEDULE

District or circle	Designation of the ITO	Headquarters	Jurisdiction
1	2	3	4
1. Sambalpur Circle, Sambalpur.	Income-tax Officer Ward-A, Sambalpur.	Sambalpur	(i) All limited companies having their registered office within the revenue district of Sambalpur.

(1)	(2)	(3)	(4)
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(ii) All Directors and Managing agents of the companies referred to at item (i) above.

(iii) All persons or classes of persons residing in and/or having their principal place of business, profession or vocation within Sadar Sub-division of Sambalpur district (excluding Jharsuguda Tehsil, Brajrajnagar & Belpahar and Rengali, Hirakud and Burla) whose latest completed assessment as on 30-6-69 has been made on a total income of Rs. 15,000/- & above, except those assigned to I.T.O., Ward-B, Sambalpur.

(iv) All persons for classes of persons residing in and/or having their principal place of business, profession or vocation within Sadar Sub-division of Sambalpur district (excluding Jharsuguda Tehsil, Brajrajnagar & Belpahar and Rengali, Hirakud & Burla) who have not been hitherto assessed to tax and who have filed or file a return showing total income of Rs. 10,000/- and above except those assigned to I.T.O., Ward-B, Sambalpur.

2. Income-tax  
Officer,  
Ward-B,  
Sambalpur.

Sambalpur

(i) All persons or classes of persons residing in and/or having their principal place of business profession or vocation within the Sub-divisions of Bargarh, Padampur, Rairakhoje and Deogarh of Sambalpur district.

(ii) All persons deriving income assessable under the head "Salary" within Sambalpur district (excluding Jharsuguda Tehsil with Brajrajnagar & Belpahar and Kuchinda Sub-division) no portion of whose income falls to be assessed under section 28 of the Income-tax Act, 1961 (No. 43 of 1961) or section 10 of the Indian Income-tax Act, 1922.

3. Income-tax  
Officer,  
Ward-C,  
Sambalpur.

Sambalpur

(i) All persons or classes of persons residing in and/or having their principal place of business, profession or vocation within Rengali, Hirakud and Burla.

(1)

(2)

(3)

(4)

(ii) All persons or classes of persons residing in and/or having their principal place of business profession or vocation within Sadar Sub-division of Sambalpur district (excluding Jharsuguda Tehsil, Brajrajnagar & Belpahar and Rengali, Hirakud and Burla) whose latest completed assessment as on 30-6-69 has been made on a total income less than Rs. 15,000/-.

(iii) All persons or classes of persons residing in and/or having their principal place of business, profession or vocation within Sadar Sub-division of Sambalpur district (excluding Jharsuguda Tehsil, Brajrajnagar & Belpahar and Rengali, Hirakud and Burla) who have not been hitherto assessed to tax and who have filled or file a return showing total income less than Rs. 10,000/-.

Provided that :—

- (i) if an I.T.O. has jurisdiction over a firm, he will also have jurisdiction over all the partners of the firm.
- (ii) if a person is a partner in more than one firm falling under jurisdiction of different I.T.Os. the I.T.O. whose designation appears first in the above table will have jurisdiction over his case.

This order shall come into force on 1-7-1969.

[No. Adm (I.T.) XIII-5/69.]

**S.O.1942....** In exercise of the powers conferred by Sub-section (1) of Section 124 of the Income-tax Act, 1961 (43 of 1961) and in supersession of all the previous orders on the subject, the Commissioner of Income-tax, Orissa, Bhubaneswar, hereby directs that the Income-tax Officer mentioned in Col. 1 of the Schedule below, shall perform his functions in relation to persons and/or such persons or classes of persons and/or such incomes or classes of incomes as are notified against his name in col. 2 of the said schedule excluding cases alloted to any other Income-tax Officer by the orders of the Commissioners of Income-tax, Orissa Bhubaneswar or by the Central Board of Direct Taxes, New Delhi under section 127 of the Income-tax Act, 1961 or under the corresponding provisions of the Indian Income-tax Act, 1922.

#### SCHEDULE

1	2
1. Income-tax Officer, Jharsuguda	All persons or classes of persons excluding limited companies and the Directors and the Managing Agents of the limited companies, residing in and/or having their principal places of business, profession or vocation or having income from salary within Jharsuguda Tehsil including Brajarajanagar & Belpahar and Kuchinda Sub-division.

[No. Adm I. T. XIII-6/69]—



**S.O. 3943.**—In exercise of the powers conferred by Sub-section (1) of Section 12, of the Income Tax Act, 1961 (43 of 1961) and in supersession of all the previous order on the subject, the Commissioner of Income-tax, Orissa, Bhubaneswar, hereby directs that the Income-tax Officer mentioned in Col. 1 of the schedule below, shall perform his functions in respect of such areas and/or such persons or classes of persons and or such incomes or classes of incomes as are mentioned against his name in col. 2 of the said schedule excluding cases allotted to any other Income-tax Officer in the said schedule. Commissioner of Income-tax Orissa, Bhubaneswar or by the Central Board of Direct Taxes, New Delhi under section 127 of the Income-tax Act, 1961 or under the corresponding provisions of the Indian Income-tax Act, 1922.

**SCHEDULE**

Col 1	Col 2
1. Income-tax Officer, Dhenkanal.	All persons or classes of persons excluding limited companies and the Directors and the Managing Agents of the limited companies, residing in and/or having their principal places of business, profession or vocation or having income from salary within the Revenue District of Dhenkanal.

This order shall come into force on 1-7-1969.

[No. Adm IT. XIII-7/69]

P.K. SINHA,

Commissioner of Income-tax,  
Orissa, Bhubaneswar.

*Bhubaneswar, the 18th July 1969*

**S.O. 3944.**—With effect from 21st July, 1969, a new Ward, to be known as Ward E, Cuttack, shall be created within the Income-tax Circle, Cuttack.

[No. Adm.(I.T.)XIII-2/69.]

**ORDER UNDER SECTION 124 (2) OF THE INCOME-TAX, 1961**

**S. O. 3944.**—Whereas by order No. Pilot 1/I.T. XIII-3/dated 6-1-1968, under Sub-Section (1) of Section 124 of the Income-Tax Act, 1961 all the functions of an Income-tax Officer in respect of persons assessed or assessable by the income-tax Officer Cuttack Circle, have been assign concurrently to all Income-tax Officers of that Circle;

And, whereas it is proposed to allocate and distribute the work to be performed by each of the Income-tax Officers aforesaid under the Income-tax Act, 1961 ;

The Commissioner of Income-tax, Orissa, Bhubaneswar hereby directs that the Income-tax Officers mentioned in col. 2 of the schedule below shall perform the functions mentioned in col. 3 thereof in respect of areas, persons, classes of persons, incomes, classes of incomes, cases or classes of cases mentioned in the corresponding entry in Col. 4 of the said schedule:—

**SCHEDULE**

Sl. No.	Designation of the Officer	Functions to be performed	Jurisdiction
1	2	3	4
1.	Income-tax Officer, Administration, Cuttack.	General administration functions u/s. 139, 140A (3) & 141 of the Income-tax Act, 1961 and the functions of issue of notice of demand u/s. 156 in respect of amounts which become payable as a result of orders under sections 140A(3) & 141 of the Income-tax Act, 1961.	All assesseees of Cuttack circle.

1	2	3	4
2. Income-tax Officer, Collection, Cuttack	All the functions of an Income-tax Officer mentioned in sections 154, 155 & 156 and collection and recovery of tax and issue of refunds and all functions under Chapter XVII [excluding sections 199, 214 to 217 (both inclusive) & 219 of the Income-tax Act, 1961.]		<p>(i) All limited companies having their registered offices within the revenue district of Cuttack.</p> <p>(ii) All Directors and Managing Agents of the Companies referred to at item(i) above.</p> <p>(iii) All co-operative Societies having their Registered Offices within the revenue district of Cuttack.</p> <p>(iv) All persons or persons residing in and/or having their principal place of business, profession or vocation or having income from any other sources within the revenue district of Cuttack whose latest completed assessment as on 30-6-69 is on a total income of Rs. 75,000/- or above.</p> <p>(v) All persons carrying on business of shipping (inclusive of Tramp shipping in Port of Paradeep) Docks, Ship repairs, Shippers and Charterers of ships and Cargo Boats.</p>
4. Income-tax Officer, ward-B, Cuttack.	All the functions of an Income-tax officer, other than those allocated to ITOs' Collection & Administration.		<p>(i) All persons or classes of persons residing in and/or having their principal place of business, profession or vocation or having income from any other sources within the revenue district of Cuttack whose latest completed assessment as on 30-6-69 is on a total income of Rs. 20,000/- or above but below Rs. 75,000/-.</p>
5. Income-tax Officer, ward-C, Cuttack.	All functions of an Income-tax Officer other than those allocated to Income-tax Officers, Collection and Administration		<p>(i) All persons or classes of persons residing in and/or having principal place of business, profession or vocation or having income from any other sources within the Revenue district of Cuttack whose latest completed assessment as on 30-6-69 is on a total income of Rs. 10,000/- or above but below Rs. 20,000/-.</p>

1

2

3

4

- |   |   |   |
|---|---|---|
| 6. Income-tax Officer, ward-D, Cuttack. | All functions of Income-tax Officers other than those allocated to Income-tax Officers, Collection and Administration.        | <p>(i) All persons or classes of persons residing in and/or having their principal place of business, profession or vocation or having income from any other sources within the Revenue district of Cuttack whose latest completed assessment as on 30-6-69 is on a total income of Rs. 5,000/- or above but below Rs. 10,000/-.</p> <p>(ii) All persons or classes of persons residing in and/or having their principal place of business, profession or vocation within the revenue district of Cuttack who have not been hitherto assessed to tax.</p>         |
| 7. Income-tax Officer, ward-E, Cuttack. | All the functions of an Income-tax Officers other than those allocated to Income-tax Officers, Administration and collection. | <p>(i) All persons deriving income under the head "Salary" within the revenue district of Cuttack no portion of whose total income falls to be assessed u/s 28 of the Income-tax Act, 1961 (43 of 1961) or u/s 10 of the Indian Income-tax Act, 1922.</p> <p>(ii) All persons or classes of persons residing in and/or having their principal place of business, profession or vocation or having income from any other sources within the revenue district of Cuttack whose latest completed assessment as on 30-6-69 is on a total income below Rs. 5000/-.</p> |

Provided that :—

- (1) If an Income-tax Officer has jurisdiction over a firm he will also have jurisdiction over all the partners of the firm.
- (2) If a person is a partner in more than one firm falling under jurisdiction of different Income-tax Officers, the Income-tax Officer whose designation appears first in the above table will have jurisdiction over his case.
- (3) The above Officers will also have jurisdiction over such cases as are or may be reafter be assigned to them under section 127 of the Income-tax Act, 1961 (No. 43 of 1961) and over such cases as assigned to them under section 5(7A) of the Indian Income-tax Act, 1922 (XI of 1922) respectively and that they will not hold jurisdiction over such cases as fall within the jurisdiction of the Income-tax Officers :—

1. Bhubaneswar Circle, Bhubaneswar,
2. Income tax-cum-Estate Duty Circle, Bhubaneswar, and
3. Central Circle, Cuttack.

and also over such cases which are or may hereafter be specifically assigned to any other Income-tax Officer, under section 5(7A) of the Income-tax Act 1922 (XI of 1922) or under sec. 127 of the Income-tax Act, 1961 (43 of 1961).

This order shall come into force from 21-7-1969

[No. Adm. (IT) XIII-2/69.]

R. R. CHOPRA,  
Commissioner of Income-tax, Orissa, Bhubaneswar.

COLLECTRATE OF CENTRAL EXCISE, CALCUTTA AND ORISSA.  
CALCUTTA

## CENTRAL EXCISES

Calcutta, the 30th July 1969

S.O. 3946.—In exercise of the powers conferred on me by Rule 16 of the Central Excise Rules, 1944, read with Rule 233 *ibid* and in supersession of this Collectorate Notification No. 6/1968 dated 21st December 1963, I hereby notify that in places specified in Column (2) and Column (3) of the Schedule enclosed where curers of tobacco shall be exempt from furnishing declarations as required under Rule 16 of Central Excise Rules, 1944, provided a curer intends to cure a quantity not exceeding the limit specified in Column (4) of the said Schedule.

## SCHEDULE

Sl. No.	Name of the District	Portion covered.	Quantity (Kg)
1	2	3	4
<i>A. State of Orissa.</i>			
1	Ganjam.	<i>The whole of</i>	
		(a) Berhampur Sub-Division	60 Kgs
		(b) Chatrapur Sub-Division less Purusuttampur and Rambha Police Stations.	"
		(c) Bhanjanagar Sub-Division less Bhanjanagar, Tarsingi and Buguda Police Stations.	"
		(d) Parlakemedi Sub-Division less Parlakemedi Police Station.	"
2	Koraput . . . .	<i>The whole of</i>	
		(a) Nowrangpur Sub-Division.	"
		(b) Malkangiri Sub-Division.	"
		(c) Koraput Sub-Division less Narayanpatnam Police Station except Kumbhariput Panchayet of Bandhugaon Block.	"
		(d) Jaypore Sub-Division.	"
		(e) Rayagada Sub-Division less Rayagada Police Station.	"
		(f) Gumupur Sub-Division less Bissencuttack Police Station and Ambadola Police Station except Bijaya Bandali Panchayat and Ambadola Panchayat.	"
3	Kalahandi . . . .	<i>The whole of</i>	
		(a) Kalahandi Sub-Division	"
		(b) Dharamgarh Sub-Division.	"
		(c) Nowapara Sub-Division	"
4	Bolangir . . . .	(a) Titlagarh Sub-Division	"
		(b) Bolangir Sub-Division	"
		(c) Sonapur Sub-Division.	"
		(d) Patnagarh Sub-Division less Belpara Police Station.	"

Sl. No.	Name of the District	Portion covered	Quantity (Kg.)
1	2	3	4
5 <sup>1</sup>	Cuttack . . . . .	<i>The whole of</i>	
		(a) Cuttack Sub-Division	60 Kgs.
		(b) Jajpur Sub-Division	"
		(c) Jagatsingpur Sub-Division.	"
		(d) Athgarh Sub-Division.	"
		(e) Kendrapara Sub-Division.	"
6 <sup>1</sup>	Puri . . . . .	<i>The whole of</i>	
		(a) Puri Sub-Division.	"
		(b) Bhubaneswar Sub-Division	"
		(c) Khurda Sub-Division	"
		(d) Nayagarh Sub-Division	"
7	Balasore . . . . .	<i>The whole of</i>	
		(a) Balasore Sub-Division	"
		(b) Bhadrak Sub-Division	"
		(c) Nilgiri Sub-Division	"
8	Dhenkanal <sup>1</sup> . . . . .	<i>The whole of</i>	
		(a) Dhenkanal Sub-Division	"
		(b) Kamakhyanagar Sub-Division	"
		(c) Talcher Sub-Division	"
		(d) Pilahara Sub-Division	"
		(e) Athmallik Sub-Division.	"
		(f) Hindol Sub-Division	"
		(g) Angul Sub-Division	"
9	Keonjhar . . . . .	<i>The whole of</i>	
		(a) Keonjhar Sub-Division	"
		(b) Champua Sub-Division.	"
		(c) Anandapur Sub-Division	"
10	Mayurbhanj . . . . .	<i>The whole of</i>	
		(a) Mayurbhanj Sub-Division.	"
		(b) Bamanghati Sub-Division	"
		(c) Panchpir Sub-Division.	"
		(d) Keptipada Sub-Division.	"
11	Sambalpur . . . . .	<i>The whole of</i>	
		(a) Sambalpur Sub-Division.	"
		(b) Kachinda Sub-Division.	"
		(c) Deogarh Sub-Division.	"
		(d) Bargarh Sub-Division.	"
		(e) Rainakhola Sub-Division	"
12	Sundergarh. . . . .	<i>The whole of</i>	
		(a) Sundergarh Sub-Division.	"
		(b) Panposh Sub-Division.	"
		(c) Bonai Sub-Division.	"

Sl. No.	Name of the District	Portion covered	Quantity (Kg.)
1	2	3	4
13	Boudhphulbani . . .	<i>The whole of</i>	
		(a) Khondmala Sub-Division.	60 Kgs
		(b) Boudh Sub-Division.	"
		(c) Balliguda Sub-Division.	"
<b>B. State of West Bengal.</b>			
1	24 Parganas . . .	<i>The whole of</i>	
		(a) Barasat Sub-Division.	"
		(b) Basirhat Sub-Division.	"
		(c) Bongaon Sub-Division.	"
2	Midnapur District.	<i>The whole</i>	"
3	Howrah District . . .	<i>The whole.</i>	"

Sl. No.	Name of District	Name of		Quantity exempted under Rule 16.
1	2	Police	Station/Sub-Division/Village/Revenue Firka/Muta	4
1	Koraput	Rayagada	Rayagada Tumbiguda	Tumbiguda Muta 60 Kgs.
"	"	"	Bairagihalwa	Bariragihalwa "
"	"	"	Padoloti	" "
"	"	"	Sanaloti	" "
"	"	"	Mitabadi	Merabilli Muta "
"	"	"	Sansondubadi	" "
"	"	"	Bodosandubadi	" "
"	"	"	Merabilli	" "
"	"	"	Druchpaka	" "
"	"	"	Lachikona	" "
"	"	"	Sikabadi	" "
"	"	"	Kodapasi	" "
"	"	"	Bodo'ada	Gumma Muta "
"	"	"	Sanalada	" "
"	"	"	Jadighatta	Dumurpapai Muta "
"	"	"	Kumba	" "
"	"	"	Nellibadi	" "
"	"	"	Kubhkhali	" "
"	"	"	Kumbesu	" "
"	"	"	Kibhapadi	" "
"	"	"	Palluguda	" "
"	"	"	Raikona	" "
"	"	"	Dumapai	" "
"	"	"	Sikadrigum	Janata Muta "
"	"	"	Panasguda	" "
"	"	"	Arpana	" "
"	"	"	Balamoti	" "
"	"	"	Panabadi	" "

1	2	3	4
I	Koraput	Rayagada	Rayagada
			Dangidi
			Kondokandam
			Palurpadu
			Bodokosipadi
			Penikona
			Sankosipadi
			Karboi
			Boriguda
			Sansikiri
			Bodosikiri
			Jangli
			Pipalguda
			Gopalpur
			B. lpadu
			Gendgudia
			Banapur
			Kalavalsa
			Jhimidipeta
			Pedagudi
			Anaka
			Pedaerkubadi
			Kuttikakkili
			Kantikivalsa
			Jangidi
			Mandilguda
			Gajigam
			Champakota
			Gondvalsa
			Tekapadi
			Batakhal
			Ontra
			Baharrambu
			Bitharrambu
			Dekkaguda
			Patkapadu
			Sindabadi
			Panasputi
			Karli
			Tulsibalsa
			Kuso
			Athada
			Amija
			Ampalvalsa
			Kerada
			Mattrukerada
			Ganjanpeta
			Hirsamohi
			Rapa
			Tikarakontra
			Japa
			Upperbamboo
			Mallipada
			Anthraguda
			Ballikamar
			Geraput
			Petta
			Pujariguda
			Dumbriguda
			Elcelpadu
			Dordili
			Binishpur
			Belkona
			Sashikel
			Karrupadu
			Goudkundam Muta
			Pipalguda Muta
			Pipalguda Muta
			Goudkilam Muta
			Jimidipeta Muta
			Champakota Muta
			Champakota Muta
			Lakshimpur Muta
			Kerada Muta
			Perigam Muta
			Umervelli Muta
			Beriguda Muta
			Nathma Muta
			Rayagada Muta
			Theruvalli Muta
			Dondai Muta
			Emalguda Muta
			Bejja Muta

1	2	3	4
I	Koraput	Rayagada	Rayagada
1			Malligam
2			Karupadu
3			Khilapadar
4			Kuntabadi
5			Banduguda
6			Landbadi
7			Lactiguda
8			Pekiri
9			Chintaguda
10			Sargummada
11			Roddangi
12			Kumbiguda
13			Killopadar
14			Cikkobadi
15			Kargadi
16			Per gili
17			Mathikeswari
18			Pipalguda
19			Gunakona
20			Paikjodi
21			Kirikinda
22			Kondachampi
23			Minajola
24			Tar dikona
25			Barisola
26			Sunc i thamini
27			Lingaguda
28			Jhengidipadar
29			Rekhapadar
30			Bhoimada
31			Bor i gpai
32			Pandritola
33			Jagannathpur
34			Chinachanduli
35			Anandapadu
36			Bo lapadu
37			Kuttiguda
38			Ch umpia
39			Allubadi
40			Utkapadu
41			Jharkapadu
42			Kooliguda
43			Kasili
44			Barhodi
45			U lapathiguda
46			Bandhuguda
47			Jagannathpur
48			Nanirguda
49			Panaguda
50			S i n n i thakbadi
51			Chattikona
52			Hir samoti
53			B ili bhotta
54			Gollhona
55			Chintalguda
56			Kerandiguda
57			Bersuguda
58			Muthaguda
59			Parjakuppili
60			T i l a n g u l a n g s a r g i
61			D e a r i p a d a
62			D i r g u l i
63			Puttapadar
64			Malligam Muta
65			G. Rengulpadu Muta
66			Aribi Muta
67			Aribi Muta
68			Madanpur Muta
69			Madanpur Muta
70			Pinda Muta
71			Kailaskota Muta
72			Paper Mill side
73			Revelokona Muta
74			Utkapadu
75			Koliguda Muta
76			Koliguda Muta
77			G. Lellibadi Muta
78			Thumbiguda Muta
79			Kailaskota Muta
80			Bissemcuttack
81			Bissem- Cuttack
82			Gunupur
83			Nanirguda
84			Panaguda
85			S i n n i thakbadi
86			Chattikona
87			Hir samoti
88			B ili bhotta
89			Gollhona
90			Chintalguda
91			Kerandiguda
92			Bersuguda
93			Muthaguda
94			Parjakuppili
95			T i l a n g u l a n g s a r g i
96			D e a r i p a d a
97			D i r g u l i
98			Puttapadar
99			Dukum
100			60 Kgs.



1	2			3		4
Kuraput	Bissem- Cuttack	Gunupur	Kanno	Dakum		60 Kgs.
"	"	"	Sahada	"		"
"	"	"	Arjingpadar	"		"
"	"	"	Kuntibadi	"		"
"	"	"	Nuasahi	"		"
"	"	"	Lakkobhatta	"		"
"	"	"	Maduaguda	"		"
"	"	"	Godabangri	"		"
"	"	"	Dukum	"		"
"	"	"	Godaipadar	"		"
"	"	"	Nuagam	"		"
"	"	"	Palsupai	Bethiapada		"
"	"	"	Dheppaguda	"		"
"	"	"	Bethiapada	"		"
"	"	"	Tedliguda	"		"
"	"	"	Minahola	"		"
"	"	"	Kuntibadi	"		"
"	"	"	Munigam	"		"
"	"	"	Chilkarambu	"		"
"	"	"	Sibrampur	"		"
"	"	"	Tikraguda	"		"
"	"	"	Kusumpadar	"		"
"	"	"	Rachill	"		"
"	"	"	Pusugnada	"		"
"	"	"	Lanji	"		"
"	"	"	Panarguda	"		"
"	"	"	Bandhuguda	"		"
"	"	"	Dhuabaci	"		"
"	"	"	Singill	"		"
"	"	"	Dharamguda	"		"
"	"	"	Dandapada	"		"
"	"	"	Hikini	"		"
"	"	"	Koshpadu	"		"
"	"	"	Lottaguda	"		"
"	"	"	Papikhal	"		"
"	"	"	Mundipadar	"		"
"	"	"	Dumernali	"		"
"	"	"	Katullipadai	"		"
"	"	"	Durbaguda	"		"
"	"	"	Kadampadar	"		"
"	"	"	Rengabhrai	"		"
"	"	"	Konabhrai	"		"
"	"	"	Retlipadar	"		"
"	"	"	Karli	"		"
"	"	"	Papadambe	"		"
"	"	"	Pichilliguda	"		"
"	"	"	Rengalpadu	"		"
"	"	"	Purnapani	Hat-Muniguda		"
"	"	"	Hirsahara	"		"
"	"	"	Hukumtola	"		"
"	"	"	Borikhal	Dang-surada		"
"	"	"	Bodpanchrikhal	"		"
"	"	"	Bangrada	"		"
"	"	"	Dhubagudi	Kutraguda		"
"	"	"	Tanditai	"		"
"	"	"	Bhiratogoda	Kumudabagi		"
"	"	"	Singari	"		"
"	"	"	Fomuska	"		"
"	"	"	Meringi	"		"
"	"	Ambodola	Jugapadar	Doikhal		"
"	"	"	Kurmajodi	"		"

1	2				3		4
I	Koraput	Ambodala	Gunupur	Banjikusum	Doikhal		60 Kgs.
"	"	"	"	Sauraguca	"		"
"	"	"	"	Maguni	"		"
"	"	"	"	Aurpara	"		"
"	"	"	"	Ba adoikhal	"		"
"	"	"	"	Hotipadar	"		"
"	"	"	"	Dcradrukulima	"		"
"	"	"	"	Kuntibadi	"		"
"	"	"	"	Karadabando	"		"
"	"	"	"	Ko. ilma	"		"
"	"	"	"	Ratoui	"		"
2	Bolangir	Belpara	Patnagarh	Bahabal	Bahabal		"
"	"	"	"	Malpara	Kanut		"
"	"	"	"	Tanla	Belpara		"
"	"	"	"	Sarumuhan	Sarumuhan		"
"	"	"	"	Eharuapalli	"		"
"	"	"	"	Eharuamunda	Belpara		"
"	"	"	"	Elakhamar	"		"
"	"	"	"	Dhinglamunda	Kapani		"
"	"	"	"	Kapani	"		"
"	"	"	"	Mundegaon	"		"
"	"	"	"	Dungriguda	"		"
"	"	"	"	Malyahar	"		"
"	"	"	"	Jamkhari	"		"
"	"	"	"	Hatkat	Dhumabhata		"
"	"	"	"	Kurentahali	"		"
"	"	"	"	Fata Munda	"		"
"	"	"	"	Bholiabandha	"		"
"	"	"	"	Satuan	Mondal		"
"	"	"	"	Saigipalli	"		"
"	"	"	"	Aicapalla	Dhumabhata		"
"	"	"	"	Khalkhali	"		"
"	"	"	"	Jalia	"		"
"	"	"	"	Ghagurli	Ghagurli		"
"	"	"	"	Khaliapalli	"		"
"	"	"	"	Dumarmunda	"		"
"	"	"	"	Jharlamunda	Suleikela		"
"	"	"	"	Ganthari	Ganthari		"
"	"	"	"	Munapalli	"		"
"	"	"	"	Kumarkhani	"		"
"	"	"	"	Bagore	"		"
"	"	"	"	Thodibahal	"		"
"	"	"	"	Kulchibahal	Dhumabhata		"
"	"	"	"	Sunbahal	Kanut		"
"	"	"	"	Eichubahal	Bahalbal		"
"	"	"	"	Baliabhata	Panclamunda		"
"	"	"	"	Sclandi	Kanut		"
"	"	"	"	Juta	Dhumabhata		"
"	"	"	"	Kuribahal	Kanut		"
"	"	"	"	Palesara	Sarumuhan		"
"	"	"	"	Jhalubahali	Ghagurli		"
"	"	"	"	Derumunda	Dhumabhata		"
"	"	"	"	Dungartela	"		"

[No. 4-CE/1969.]

N. MOOKHERJEE, Collector.

**OFFICE OF THE COLLECTOR OF CENTRAL EXCISE & CUSTOMS, PATNA**

**CENTRAL EXCISES**

*Patna, the 7th August 1969*

**S.O. 3947.**—In exercise of powers conferred upon me under Rule 5 of the Central Excise Rules, 1944 I hereby empower the officers of the Central Excise Collectorate, Patna not below the rank specified in col. 3 of the sub-joined table to exercise within their respective jurisdiction the power of Collector under Rule mentioned in Col. 2 in the said table subject to the limitation laid down in column 4.

Sl. No.	Central Excise Rules	Rank of Officers	Limitations, if any
1	2	3	4
1	96ZH(1)	All Officers of and above the rank of Superintendent of Central Excise.	First A.S.P. (Application) may be accepted by the Officer not below the rank of Assistant Collector.
2	96ZH(2)	All Officers of and above the rank of Asstt. Collector.	—
3	96ZH(4)	All Officers of and above the rank of Superintendent of Central Excise.	(a) Power of accepting renewal application in form A.S.P. shall be exercised by Supdt. C. Excise.  (b) (i) Where delay in presenting the A.S.P. is not more than 10 days, the Supdt. Central Excise shall exercise power of condoning the delay.  (ii) Where delay in presenting the A.S.P. exceeds 10 days, Asstt. Collector, C. Excise shall exercise the power.
	96ZII(5)	All Officers of and above the rank of Asstt. Collectors of Central Excise.	—
	96ZII(4)	All Officers of and above the rank of Assistant Collector of Central Excise.	—
	96ZL(i) to (iii)	Adjudicating Officers.	To demand duty to confiscate goods and to impose penalty in accordance with their limits of adjudicative powers.

[No. 3/CX/69.]

TILAK RAJ, Collector.

**OFFICE OF THE COLLECTOR OF CUSTOMS AND CENTRAL EXCISE,  
SHILLONG**

**CENTRAL EXCISE**

*Shillong, the 13th August 1969*

*(Addendum to this Office Notification No. 5/68 dated 24th June 1968)*

**S.O. 3948.**—The following shall be inserted at the end of the schedule appended to Notification No. 5/68 dated 24th June 1968.

“NOTE.—The exemptions allowed in Cols. (4) and (5) of the Table under rules 15 and 16 respectively of the Central Excise Rules, 1944 are independent of each other. The declaration will be necessary to the quantity of tobacco exceeds the limit specified in Col. (5) even though the limit specified in Col. (4) is not exceeded and vice versa”.

[No. 2/CE/69.]

**A. K. BANDYOPADHYAY, Collector.**

**OFFICE OF THE DEPUTY COLLECTOR, CUSTOMS AND CENTRAL EXCISE,  
AMRITSAR**

**CORRIGENDA**

*Amritsar, the 16th September 1969*

**S.O. 3949.**—In Notification issued under this office endorsement C. No. V(4)DC/30/8CE/68/Pt/28041-74 dated 30th October 1968 in respect of Faridabad Central Excise, Division the word ‘and’ occurring in line 8 of the Notification be read as ‘or’.

[No. C.V(4)DC/30/8CE/68/Pt.II/17234-66.]

**S.O. 3950.**—In Notification issued under this office endorsement C. No. V(4)DC/30/8CE/68/Pt./23075-109 dated 30th October 1968 in respect of Amritsar Excise, Division, the word ‘and’ occurring in line 7 of the Notification be read as ‘or’.

[No. C.V(4)DC/30/8CE/68/Pt/17161-65.]

**S.O. 3951.**—In Notification issued under this office endorsement C. No. V(4)DC/30/8CE/68/Pt/24958—92 dated 22nd November 1968 in respect of Chandigarh, Central Excise, Division the word ‘and’ occurring in line 7 of the Notification be read as ‘or’.

[No. C.V(4)DC/30/8CE/68/Pt.III/17196-231.]

**N. N. ROY CHOUDHURY, Dy. Collector.**

**CENTRAL BOARD OF DIRECT TAXES**

**INCOMETAX**

*New Delhi, the 22nd May 1969*

**S.O. 3952.**—In exercise of the powers conferred by sub-section (1) of section 122 of the Income-tax Act, 1961 (43 of 1961) and of all other powers enabling it in that behalf the Central Board of Direct Taxes hereby makes the following amendment in the Schedule appended to its Notification No. 129 (F. No. 50/13/68-ITJ) dated the 29th November, 1968, namely:—

In the said Schedule against Range-I, Agra under column 3 the following shall be added:—

5. Etah.

This notification shall take effect from the 23rd May, 1969.

*Explanatory Note*

The amendment has become necessary on account of creation of Income-tax Circle known as Income-tax Circle Etah.

(This note does not form part of the notification, but is intended to be merely clarificatory).

[No. 55 (F. No. 50/45/69-ITJ).]

*New Delhi, the 2nd June 1969*

**S.O. 3953.**—In exercise of the powers conferred by sub-section (1) of Section 122 of the Income-tax Act, 1961 (43 of 1961) and of all other powers enabling it in that behalf, the Central Board of Direct Taxes, hereby makes the following amendment in the Schedule appended to its notification No. 93 (F. No. 50/17/68-ITJ) dated 5th October, 1968, namely:—

Against Nasik Range, Nasik under column 2 the following shall be added:—

21. Recovery Circle III, Thana.

This notification shall take effect from 2nd June, 1969.

*Explanatory Note.*

The amendment has become necessary on account of creation of a new Circle, known as "Recovery Circle III, Thana" in the Commissioner's charge.

(This note does not form part of the notification, but is intended to be merely clarificatory).

[No. 63 (F. No. 50/49/69-ITJ).]

*New Delhi, the 7th June 1969*

**S.O. 3954.**—In exercise of the powers conferred by Sub-section (1) of section 122 of the Income-tax Act, 1961 (43 of 1961) and of all other powers enabling it in that behalf, and in supersession of all previous notifications in this regard, the Central Board of Direct Taxes hereby directs that the Appellate Assistant Commissioners of Income-tax of the ranges specified in column 2 of the Schedule below shall perform their functions in respect of all persons and incomes assessed to Income-tax or Supertax in the Income-tax Circles, Wards or Districts specified in the corresponding entry in column 3 thereof:—

## SCHEDULE

Sl. No.	Range	Income-tax Circles, Wards or Districts
1	2	3
1. Cuttack	(i) Cuttack Circle, Cuttack. (ii) Central Circle, Cuttack. (iii) Special Circle, Cuttack.	
2. Bhubaneswar	(i) Bhubaneswar Circle, Bhubaneswar. (ii) Estate Duty Cum Income-tax Circle, Bhubaneswar. (iii) Baripada Circle, Baripada. (iv) Sambalpur Circle, Sambalpur. (v) Sundargarh Circle, Rourkela.	
3. Berhampur	(i) Berhampur Circle, Berhampur. (ii) Koraput Circle, Jeypore. (iii) Titilagarh Circle, Titilagarh. (iv) Puri Circle, Puri.	

Where an Income-tax Circle, Ward or District or part thereof stands transferred by this notification from one Range to another Range, appeals arising out of assessments made in that Income-tax Circle, Ward or District or part thereof and pending immediately before the date of this notification before the Appellate Assistant Commissioner of the Range from whom that Income-tax Circle,

Ward and District or part thereof is transferred shall, from the date this notification shall take effect, be transferred and dealt with by the Appellate Assistant Commissioner of the Range to whom the said Circle, Ward or District or part thereof is transferred.

This notification shall take effect from 10th June, 1969.

#### *Explanatory Note*

The amendment has become necessary on account of the abolition of A.A.C. Sambalpur Range, Sambalpur and consequent reorganisation of the AACs' range in the Commissioner's charge.

(The above note does not form part of the notification, but is intended to be merely clarificatory).

[No. 65 (F. No. 50/37/69-ITJ).]

*New Delhi, the 13th June 1969*

**S.O. 3955.**—In exercise of the powers conferred by sub-section (1) of Section 122 of the Income tax Act, 1961 (43 of 1961), and of all other powers enabling it in that behalf the Central Board of Direct Taxes hereby makes the following amendment in the Schedule appended to its Notification No. 129 (F. No. 50/13/68-ITJ) dated the 29th November, 1968, namely:

In the said Schedule against Range II, Agra under Column 3 against Serial No. I, the following shall be substituted:

1. "G. H. K to N & P Wards, Agra"

This notification shall take effect from 16th June, 1969.

#### *Explanatory note*

The amendment has become necessary on account of abolition of F-Ward, Agra and creation of two new Wards, known as 'N' and 'P' Wards and to assign appellate jurisdiction to the newly created Wards in the Commissioner's charge.

(The above note does not form part of the notification but is intended to be merely clarificatory).

[No. 72/F. No. 50/45/69-ITJ.]

S. V. SUBBA RAO, Under Secy.

### केन्द्रीय प्रत्यक्ष कर बोर्ड

#### आयकर

नई दिल्ली, 22 मई, 1969

**एस० नो० 3956:**—आयकर अधिनियम 1961 (1961 का 43) की धारा 122 की उपधारा (1) द्वारा प्रदत्त शक्तियों और इस निमित्त अपने को समर्थ बनाने वाली अन्य सभी शक्तियों का प्रयोग करते हुए केन्द्रीय प्रत्यक्ष कर बोर्ड अपनी अधिसूचना संख्या 129 (पत्र सं० 50/13/68-आ० क० न्या०) तारीख 29 नवम्बर 1968 से अनुसूची में निम्नलिखित संशोधन करता है अर्थात्:—

उक्त अनुसूची में रेंज—1 आगरा के सामने स्तम्भ 3 के नीचे निम्नलिखित जोड़ दिया जाएगा:—

5. एटा

यह अधिसूचना 23 मई 1969 को प्रवृत्त हो जाएगी।

[सं० 55 (फा० सं० 50/45/69-आ० क० न्या०)]

नई दिल्ली, 2 जून, 1969

एस० ओ० 3957:—आयकर अधिनियम, 1961 (1961 का 43) की धारा 122 की उपधारा (1) द्वारा प्रदत्त शक्तियों और इस निमित्त अपने को समर्थ बनाने वाली अन्य सभी शक्तियों का प्रयोग करते हुए केन्द्रीय प्रत्यक्ष कर बोर्ड अपनी अधिसूचना संख्या 93 (पत्र० सं० 50/17/68—आ० क० न्या०) तारीख 5 अक्तूबर 1968 से संलग्न अनुसूची में एतद्वारा निम्नलिखित संशोधन करता है अर्थात् :—

नासिक रेंज नासिक के सामने स्तंभ 2 के नीचे निम्नलिखित जोड़ दिया जाएगा :—

21 बसुली सर्किल III, थाता

यह अधिसूचना 2 जून 1969 से प्रवृत्त हो जाएगी।

[संख्या 63 (फ० सं० 50/49/69—आ० क० न्या०)]

नई दिल्ली, 7 जून, 1969

एस० ओ० 3958 :—आयकर अधिनियम 1961 (1961 का 43) की धारा 122 की उपधारा (1) द्वारा प्रदत्त शक्तियों और इस निमित्त अपने को समर्थ बनाने वाली अन्य सभी शक्तियों का प्रयोग करते हुए तथा इस संबंध की सभी पूर्व अधिसूचनाओं को अधिक्लान्त करते हुए केन्द्रीय प्रत्यक्ष कर बोर्ड एतद्वारा निदेश देता है कि नीचे की अनुसूची के स्तंभ 2 में विनिर्दिष्ट रेंजों के सहायक आयकर आयुक्त (अपील) उन सभी व्यक्तियों के और उस आय के संबंध में अपने कृत्यों का पालन करेंगे जो उस अनुसूची के स्तंभ 3 की तत्स्थानी प्रविष्टि में विनिर्दिष्ट आयकर सर्किलों, बाड़ों या जिलों में आयकर या अधिकार के लिए निर्धारित हुए हैं / हुई हैं।

अनुसूची

क्रम संख्या	रेंज	आयकर सर्किल बाड़ या जिले
1	2	3
1 कटक		(1) कटक सर्किल, कटक (2) केन्द्रीय सर्किल, कटक (3) विशेष सर्किल, कटक
2 भुवनेश्वर		(1) भुवनेश्वर सर्किल, भुवनेश्वर (2) सम्पदाशुल्क एवं आयकर सर्किल, भुवनेश्वर (3) बाड़ी पाद सर्किल, बाड़ीपाद (4) सम्बलपुर सर्किल, सम्बलपुर (5) सुन्दरगढ़ सर्किल, राजरकेला
3 बरहमपुर		(1) बरहमपुर सर्किल, बरहमपुर (2) कोरापूत सर्किल, जेपुर (3) टीटिलागढ़ सर्किल, टीटिलागढ़ (4) पुरी सर्किल, पुरी

जहाँ इस अधिसूचना द्वारा कोई आयकर सिकिल वार्ड या जिला या उसका कोई भाग एक रेंज से दूसरे रेंज को अन्तर्गत हो गया हो वहाँ उस आयकर सिकिल वार्ड या जिले या उसके किसी भाग में कि- गए निर्धारणों के परिणाम स्वरूप की गई अपीलें जो इस अधिसूचना की तारीख से ठीक पहले उस रेंज के सहायक आयुक्त (अपील) के समक्ष लम्बित थीं जिससे वह आयकर सिकिल वार्ड या जिला या उसका कोई भाग अन्तर्गत कर दिया गया है इस अधिसूचना के प्रभावी होने की तारीख से उस रेंज के जिसको उक्त सिकिल वार्ड या जिला या उसका कोई भाग अन्तर्गत कर दिया गया है सहायक आयुक्त (अपील) को अन्तर्गत कर दी जाएंगी जो उनके संबंध में कार्यवाही करेगा।

यह अधिसूचना 10 जून 1969 को प्रवृत्त हो जाएगी।

[संख्या 65 (एफ० संख्या 50/37/69-आ० क० न्या०)]

नई दिल्ली, 13 जून, 1969

**एस० ओ० 3959** —आयकर अधिनियम, 1961 (1961 का 43) की धारा 122 की उपधारा (1) द्वारा प्रदत्त शक्तियों और इस निमित्त अपने को समर्थ बनाने वाली अन्य सभी शक्तियों का प्रयोग करते हुए केन्द्रीय प्रत्यक्ष कर बोर्ड, अपनी अधिसूचना संख्या 129 (फा० सं० 50/13/68-आ० क० न्या०) तारीख 29 नवम्बर, 1968 से सलग्न अनुसूची में एतद्द्वारा निम्नलिखित संशोधन करता है, अर्थात् :

उक्त अनुसूची में रेंज 11, आगरा के सामने स्तंभ 3 के नीचे क्रम संख्या 1 के सामने निम्नलिखित प्रतिस्थापित किया जाएगा :

1. आगरा के छ, ज, ट से लेकर छ और त बाड़ों तक”

यह अधिसूचना 16 जून, 1969 से प्रवृत्त हो जाएगी।

[सं० 72/फा० सं० 50/45/69-आ० क० न्या०]

एस० बी० सुब्बाराव, अवर सचिव।

## वित्त मंत्रालय

### व्यय विभाग

नई दिल्ली, 19 मई, 1969

**एस० ओ० 3960** राष्ट्रपति भारत के संविधान के अनुच्छेद 77 के खण्ड (3) और इस निमित्त उन्हें समर्थ बनाने वाली सभी अन्य शक्तियों के अनुसरण में एतद्द्वारा वित्तीय शक्तियों का प्रत्यायोजन नियम, 1958 का अतिरिक्त संशोधन करने के लिए निम्नलिखित नियम बनाते हैं, अर्थात् :—

1. ये नियम वित्तीय शक्तियों का प्रत्यायोजन (द्वितीय संशोधन) नियम, 1969 कहें जा सकेंगे।



2—वित्तीय शक्तियों का प्रत्यायोजन नियम, 1958 में—

(क) नियम 2 में—

- (i) विद्यमान खण्ड (क) के लिए निम्नलिखित खण्ड प्रतिस्थापित किया जाएगा, अर्थात् :—

“(क) “प्रशासक” से संघ राज्य क्षेत्र का प्रशासक अभिप्रेत है और इस के अन्तर्गत उत्तर पूर्व सीमान्त एजेंसी के सम्बन्ध में राष्ट्रपति के एजेंट के रूप में काम करने वाला असम का राज्यपाल आ जाता है ;

- (ii) विद्यमान खण्ड (च) के लिए निम्नलिखित खण्ड प्रतिस्थापित किया जाएगा, अर्थात् :—

(च) “उत्तर पूर्व सीमान्त एजेंसी” से कामेंग जिला, सुबानसिरि जिला, स्यांग जिला, लोहित जिला और तिराय जिला में समाविष्ट क्षेत्र अभिप्रेत है ;

(ख) नियम 9 के उपनियम (3) के नीचे दी गयी सारणीमें—

- (i) स्तंभ 1 में आने वाले शब्द “उत्तर पूर्व सीमान्त क्षेत्र” और “नागा पहाड़ी ह्युनसांग क्षेत्र” और उसके स्तंभ 2 में आने वाला शब्द “असम” लुप्त कर दिये जायेंगे ।

- (ii) उसके स्तंभ 1 और 2 में “चण्डीगढ़” से सम्बन्धित प्रविष्टियों के पश्चात् उक्त स्तंभों में निम्नलिखित प्रविष्टियां अन्तःस्थापित की जायेंगी, अर्थात् :—

1	2
उत्तर पूर्व सीमान्त एजेंसी	असम
पाण्डिचेरी	मद्रास ;

(ग) अनुसूची 1 में—

- (i) शीर्षक “ख-वाणिज्य मंत्रालय” के अन्तर्गत मद 8 और उससे सम्बन्धित प्रविष्टियों के पश्चात् निम्नलिखित अन्तःस्थापित किया जायगा और जुलाई 1968 के 15 व दिन से अन्तःस्थापित किया गया समझा जाएगा, अर्थात् :—

“9 शिल्प कला विकास आयुक्त”;

- (ii) शीर्षक “ट—खाद्य और कृषि मंत्रालय (कृषि विभाग) के अन्तर्गत मद 26 और उससे सम्बन्धित प्रविष्टियों के पश्चात् निम्नलिखित अन्तःस्थापित किया जायगा और अक्टूबर 1968 के 9वें दिन से अन्तःस्थापित किया गया समझा जायगा, अर्थात् :—

“27. निदेशक, केन्द्रीय राज्य फार्म, हिसार (हरियाणा)”

- (iii) शीर्षक “फ-समाज सुरक्षा विभाग” के अन्तर्गत मद 2 और उससे सम्बन्धित प्रविष्टियां लुप्त कर दी जाएंगी ।

- (iv) शीर्षक “म—परिवहन मंत्रालय (परिवहन पक्ष)” के अन्तर्गत मद 12 और उससे सम्बन्धित प्रविष्टियों के पश्चात् निम्नलिखित

अन्तःस्थापित किया जायगा और अक्तूबर 1968 के 24वें दिन से अन्तःस्थापित किया गया समझा जायगा, अर्थात् :—

“13. विशेष कार्य अधिकारी, कोचीन शिपयार्ड परियोजना, कोचीन”

(V) शीर्षक “क घ—संघ राज्यक्षेत्र” के अन्तर्गत उप-शीर्षक “(ख) हिमाचल प्रदेश प्रशासन” के अधीन, मद 3 और उस से सम्बन्धित प्रविष्टियों के लिए निम्नलिखित प्रतिस्थापित किया जायेगा और अक्तूबर 1968 के चौथे दिन से प्रतिस्थापित किया गया माना जायेगा, अर्थात् :—

“3. मुख्य इंजीनियर (उत्तर) और (दक्षिण), सार्वजनिक निर्माण विभाग” ;  
(घ) अनुसूची 5 के उपाबन्ध में

(i) मद 3 के सामने, स्तंभ 4 में, विद्यमान पैरा 4 के पश्चात् पैरा और उसके नीचे विद्यमान टिप्पण 1 से 4 तक से पूर्व, निम्नलिखित शीर्षक अन्तःस्थापित किया जायगा, अर्थात् :—

“5 साधारण” ;

(ii) मद 12(1) के सामने स्तंभ 4 में, वर्तमान पैरे में निम्नलिखित परन्तुक जोड़ दिया जायगा, अर्थात् :—

“परन्तु विधान मण्डल वाले संघ राज्य क्षेत्रों के प्रशासकों को, उस शर्त के अधीन रहते हुए कि बजट में यथायोग्य बचत हो और यह कि मंत्रियों तथा अध्यक्षों के लिए खरीदी गयी कारों की संख्या किसी भी समय मंत्रियों और अध्यक्षों की संख्या से अधिक न हो तथा खरीद का संबंध किन्हीं भी वर्तमान कारों के प्रतिस्थापन से न हो, उस स्थिति में भी जब कि इस के लिए बजट में कोई विशिष्ट व्यवस्था न की गयी हो, मंत्रियों या अध्यक्षों के प्रयोग के लिए (केवल भारत में बनी हुई) मोटर कारों की खरीद मंजूर करने की शक्ति होगी।”

[सं० एफ० 1(20)-ईII(ए)/68]

ना० बालकृष्णन, अवर सचिव (ई०जी०)

## MINISTRY OF FINANCE

(Department of Expenditure)

New Delhi, the 15th September 1969

**S.O. 3961.**—In exercise of the powers conferred by the proviso to article 309 of the Constitution and of all other powers enabling him in this behalf, the President hereby makes the following rules further to amend the Fundamental Rules, namely—

1. (1) These rules may be called the Fundamental (Seventh Amendment) Rules, 1969.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. In the Fundamental Rules, in rule 56, in clause (e), the following proviso shall be inserted, namely—

“Provided that a Class IV employee of the Secretariat Security Force who initially enters service on or after the 15th day of September, 1969, shall retire from service on attaining the age of 58 years.”

[No. F. 7(5)-EV/69.]

N. S. CHANDRAMOWLISARAN, Under Secy.

(Department of Banking)

New Delhi, the 18th September 1969

S.O. 3962.—Statement of the Affairs of the Reserve Bank of India, as on the 12th September 1969.

BANKING DEPARTMENT

LIABILITIES		ASSETS	
	Rs.		Rs.
Capital paid-up . . . . .	5,00,00,000	Notes . . . . .	20,04,27,000
Reserve Fund . . . . .	150,00,00,000	Rupee Coin . . . . .	4,19,000
National Agricultural Credit (Long Term Operations) Fund . . . . .	155,00,00,000	Small Coin . . . . .	5,11,000
National Agricultural Credit (Stabilisation) Fund . . . . .	35,00,00,000	Bills Purchased and Discounted :—	
		(a) Internal . . . . .	
		(b) External . . . . .	
National Industrial Credit (Long-Term Operations) Fund . . . . .	75,00,00,000	(c) Government Treasury Bills . . . . .	275,62,81,000
		Balances Held Abroad* . . . . .	153,26,30,000
		Investments** . . . . .	110,25,86,000
Deposits :—		Loans and advances to :—	
(a) Government . . . . .		(i) Central Government . . . . .	
(ii) Central Government . . . . .	50,18,54,000	(ii) State Governments@ . . . . .	36,77,97,000

LIABILITIES		ASSETS	
(ii) State Governments	12,13,27,000	Loans and Advances to—	
(b) Banks		(i) Scheduled Commercial Banks†	23,71,40,000
(i) Scheduled Commercial Banks	16,12,83,000	(ii) State Co-operative Banks††	243,16,65,000
(ii) Scheduled State Co-operative Banks	7,69,83,000	(iii) Others	1,93,68,000
(iii) Non-Scheduled State Co-operative Banks	64,46,000	Loans, Advances and Investments from National Agricultural Credit (Long Term Operations) Fund—	
(iv) Other Banks	20,93,000	(a) Loans and Advances to—	
(c) Others	236,01,37,000	(i) State Governments	31,46,88,000
Bills Payable	36,29,09,000	(ii) State Co-operative Banks	15,82,40,00
Other Liabilities	35,24,98,000	(iii) Central Land Mortgage Banks	
		(b) Investment in Central Land Mortgage Bank Debentures	8,96,93,000
		Loans & Advances from National Agricultural Credit (Stabilisation) Fund—	
		Loans and Advances to State Co-operative Banks	5,66,70,000
		Loans, Advances and Investments from National Industrial Credit (Long Term Operations) Fund—	
		(a) Loans and Advances to the Development Bank	6,26,71,000
		(b) Investment in bonds/debentures issued by the Development Bank	
		Other Assets	32,47,44,000
<b>Rupees</b>	<b>965,55,30,000</b>	<b>Rupees</b>	<b>965,55,30,000</b>

\*Includes Cash, Fixed Deposits and Short-term Securities.

\*\* Excluding Investments from the National Agricultural Credit (Long Term Operations) Fund and the National Industrial Credit (Long Term Operations) Fund.

@Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund, but including temporary overdrafts to State Governments.

†Includes Rs. 14,60,00,000 advanced to scheduled commercial banks against usance bills under Section 17(4)(c) of the Reserve Bank of India Act.

††Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund and the National Agricultural Credit (Stabilisation) Fund.

Dated the 17th day of September 1969.

**An Account pursuant to the Reserve Bank of India Act, 1934 for the week ended the 12th day of September 1969.**  
**ISSUE DEPARTMENT**

LIABILITIES		ASSETS	
	Rs.		Rs.
Notes held in the Banking Department	20,04,27,000	Gold Coin and Bullion :—	
		(a) Held in India	182,53,11,000
		(b) Held outside India	
		Foreign Securities	240,88,73,000
Notes in circulation	3518,06,79,000	<b>TOTAL</b>	<b>423,41,81,000</b>
		Rupee Coin	71,92,73,000
Total Notes issued	3538,11,06,000	Government of India Rupee Securities	3042,76,52,000
		Internal Bills of Exchange and other Commercial Paper	
Total Liabilities	3538,11,06,000	<b>Total Assets</b>	<b>3538,11,06,000</b>

Dated the 17th day of September 1969.

B. N. ADAREAR,  
Dy. Governor

[No. F 1(3)-BC/69.]  
K. YESURATNAM, Under Secy.

**CORRIGENDUM**

In the Account pursuant to the Reserve Bank of India Act, 1934 of the Reserve Bank of India, Issue Department for the week ended the 1st August 1969 published in the Gazette of India dated 23rd August, 1969 at Part II Section 3(ii) on page 3503, the figure against sub-head (a) Held in India of the major head Gold Coin and Bullion under the assets side of the account should read as "182,53,11,000" instead, of "82,53,11,000".

## (Department of Revenue and Insurance)

## INCOME-TAX

New Delhi, the 15th September 1969

S.O. 3963.—It is hereby notified for general information that the institution mentioned below has been approved by the Council of Scientific and Industrial Research, the "prescribed authority", for the purposes of clause (II) of sub-section (1) of Section 35 of the Income Tax Act, 1961 (43 of 1961):

## Institution

Birla Archaeological and Cultural Research Institute, Hyderabad (A.P.).

[No. 122, F. No. 11/10/69-IT(AII).]

J. C. KALRA, Dy. Secy.

## (Department of Revenue and Insurance)

## STAMPS

New Delhi, the 27th September 1969

S.O. 3964.—In exercise of the powers conferred by clause (a) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby remits the duty with which the bonds, issued in January, 1968, by the Orissa State Financial Corporation, to the value of rupees thirty-five lakhs, are chargeable under the said Act.

[No. 10/69-Stamps/ F. No. 1/30/69-Cus. VII.]

P. K. KAPOOR, Under Secy.

## (राजस्व और बीमा विभाग)

## स्टाम्प

नई दिल्ली, 13 सितम्बर, 1969

एस० नो० 3965.—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उपधारा (1) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उस शुल्क की एतद्द्वारा छूट देती है जिससे महाराष्ट्र आवासन बोर्ड द्वारा पुरोपृत किये जाने वाले दो करोड़ रुपये के डिबेंचर प्रभार्य हैं।

[सं० 8/69-स्टाम्प/एफ० सं० 1/28/69-सीमाशुल्क-7]

नई दिल्ली, 27 सितम्बर, 1969

एस० नो० 3966.—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उपधारा (1) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्द्वारा उस शुल्क से छूट देती है, जिससे उड़ीसा राज्य वित्तीय निगम द्वारा जनवरी, 1968 में पुरोपृत पैंतीस लाख रुपये के मूल्य के बंध पत्र, उक्त अधिनियम के अधीन प्रभार्य हैं।

[सं० 10/69-स्टाम्प/एफ० सं० 1/30/69-सी० शु० VII]

पी० के० कपूर, अवसर सचिव।

(Department of Revenue and Insurance)

CUSTOMS

New Delhi, the 27th September 1969

**S.O. 3967.**—In exercise of the powers conferred by clause (a) of section 7 of the Customs Act, 1962 (52 of 1962), the Central Government hereby appoints the port of Panjim to be a customs port only for the loading of mineral ores for export.

[No. 136-Customs/F. No. 55/31/69-Cus.IV.]

J. DATTA, Dy. Secy.

(राजस्व और बीमा विभाग)

सीमा-शुल्क

नई दिल्ली, 27 सितम्बर 1969

**एस० नो० 3968 :**—सीमा शुल्क अधिनियम, 1962 (1962 का 52) की धारा 7 के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार निर्यात के लिए केवल खनिज अयस्कों की लदाई के लिए पंजिम के पत्तन की एतद्द्वारा सीमा शुल्क पत्तन नियत करती है।

[सं० 136-सीमा शुल्क / एफ० सं० 55/31/69-सी० शु० 4]

ज्योतिर्मय दास, उपसचिव।

[Office of the Commissioner of Income-tax Delhi (Control)]

INCOME-TAX

New Delhi, the 12th August 1969

**S.O. 3969**—As authorised & directed by the Central Government vide Government of India Ministry of Finance (Department of Revenue & Insurance), New Delhi, order F. No. 16/202/67, ITB dated 25th March, 1969, in terms of Section 287 of the Income-tax Act, 1961 (43 of 1961) the names and other specified particulars relating to assesseses;

- (i) being Individuals or Hindu undivided families who have been assessed on an income of more than one lakh of Rupees ;
- (ii) being firms, Association of Persons or companies, who have been assessed on an income of more than ten lakhs of Rupees ;

Assessed during the financial year 1967-68 are hereby published.

I. Names of all Individuals and Hindu Undivided Families assessed on an income of Rs. 1 lakh in the financial year 1967-68.

S. No.	Name & of address the assessee	Status	Assessment Year	Income assessed under I.T Act, 1896
1	2	3	4	5
1	Shri Abbas Hussain P/o M/s. Rasulji Buxji Udaipur	Ind.	1963-64	1,09,770
2	Mrs. Amarjit Kaur, 12, Roshanara Road, Delhi	Do.	1963-64	10,04,878
3	Shri Ajay Hari Dalmia, 4, Scindia House, New Delhi	Do.	1967-68	1,24,930
4	Shri Ali Shah Prop. of M/s. Kashmir Motors, Residency Road, Srinagar	Do.	1963-64	2,13,866

I	2	3	4	5
5	Smt. Amrit Kaur Uppal, 13, Lawrance Road, Amritsar.	Ind.	1963-64	1,45,566
6	Smt. Ananti Devi C/o Volga Restaurant, New Delhi.	Do.	1963-64	2,00,800
7	M/s. Babek Singh & Sons, 12, Roshanara Road, Delhi	HUF	1960-61 1963-64	1,06,489 1,07,894
8	Shri Bal Chand Soai C/o. R. K. Machine Tools, Ludhiana	Ind.	1963-64 1962-63	2,22,630 2,01,054
9	Shri B. N. Bedi, 38 Pusa Road, New Delhi	Ind.	1963-64	2,19,868
10	Shri Baldev Krishan Behal C/o. Pearl Woollen Mills No. 1, Ludhiana.	Do.	1963-64	1,93,433
11	Shri Banarsi Das Gupta C/o. Jaswant Sugar Mills, Meerut	H.U.F.	1963-64	7,03,360
12	Shri Balkunth Nath Seth, Shanti Niketan, Civil Lines, Meerut	Ind.	1963-64	1,35,406
13	Shri B. D. Meattle, 1-Dufferine Bridge, Delhi.	Do.	1958-59	1,41,893
14	Shri Bakshi Abdul Majid, Pamposh Hotel Residency Road, Srinagar	Do.	1963-64	23,50,988,
15	Shri Bakshi Abdul Rashid, Presidency Road, Srinagar.	Do.	1963-64	3,73,060
16	Bakshi Gulam Hassan, C/o M/s. J. K. Timber Traders, Srinagar	Do.	1963-64	1,30,800
17	Bakshi Bashir Ahmed, Residency Road, Srinagar	Do.	1963-64	2,49,370
18	Shri Bakshi Gulam Hussain, Gogji Bagh, Srinagar	Do.	1963-64	2,13,275
19	Shri Charan Dass C/o M/s. Jagtumul Kundan Lal, Patiala.	Do.	1963-64	1,69,927
20	Shr Chaman Lal, 167, P. D. Melle Road, "Nangindas Chambers Bombay-1.	Do.	1963-64	1,03,81,670
21	Shri Charanjit Singh C/o M/s. Orinetal Building & Furnishing Co. (P) Ltd., New Delhi.	Do.	1966-67 1967-68	2,03,618 3,17,092
22	Shri Chand Rattan Rathi, Katra Rathi, Delhi	Do.	1963-64	1,54,656
23	Shri Davinder Singh, Legal Heir of Late S. Balwant Singh, 130, Civil Lines, Bareilly	Do.	1953-64	5,12,737
24	Sh. Daljit Singh C/o Orinental Building & Furnishing Co. (Pvt.) Ltd., New Delhi	Do.	1966-67 1967-68	1,28,575 2,12,949
25	Shri Dharambir C/o M/s. Dharambir Manoharlal, Haldwani.	HUF	1963-64	2,32,671
26	Sh. Daljit Singh & others legal heirs of Late Mohan Singh C/o M/s. Oriental Building & Furnishing Co. (P) Ltd., New Delhi.	Ind.	1965-66 1966-67	4,65,092 1,83,331
27	Sh. Dharam Paul C/o Shri-Prakash Janak Raj & Co., Amritsar.	Do.	1963-64	81,81,586
28	Late Smt. Daya Kaur Uppal, through Legal Executor S. Indar Singh Uppal 18, Lawrence Road, Amritsar.	Do.	1963-64	1,42,377
29	Shri Gulam Ali P/o M/s. Rasulji Buxji, Udaipur.	Do.	1963-64	1,06,145
30	Shri Gurdial Singh Uppal C/o Hindustan Emb. Mills (P) Ltd., Chhcharta (Amritsar.)	Do.	1963-64	1,04,176
31	Shri Harish Chander Golcha C/o S. Zoraster & Co., Jaipur.	HUF	1963-64	2,85,920
32	Shri H. P. Nanda, 12, Jor Bagh, New Delhi.	Ind.	1963-64	1,53,343
33	Shri Harish Lamba Co/ Volga Restaurant, New Delhi.	Do.	1963-64	1,63,262



1	2	3	4	5
34	Shri Hari Krishan Rathi, Katra Rathi, Chandni Chowk, Delhi.	Indl.	1963-64	3,02,628
35	Shri Haji Gulam Nabi C/o M/s. Mohd. Yusaf & Co. Nowshera, Srinagar.	Do.	1963-64	2,38,671
36	Sh. Haji Nooruddin P/o M/s. Ghulam Nabi Haji Nooruddin & Co., Nowshera, Srinagar.	Do.	1962-63	1,14,030
37	Sh. Inder Paul Dhir C/o Pearl Hosiery Mills, Ludhiana.	Do.	1963-64	2,81,795
38	Shri Inder Singh C/o The Singh Engg. Works (P) Ltd., G.T. Road, Kanpur.	Do.	1967-68	1,09,920
39	Shri Jiwan Ali P/O M/s. Rasulji Buxji, Udaipur.	Do.	1963-64	1,23,986
40	Shri Jagdish Lamba C/o Volga Restaurant, N. Delhi.	Ind.	1963-64	1,59,659
41	Shri Jagdish Lal Behal C/o Pearl Woollen Mills No. 1, Ludhiana.	Do.	1963-64	1,67,960
42	Shri J. Dalmia, 4, Scindia House, N. Delhi.	Do.	1963-64 1964-65 1966-67	1,54,134 1,35,410 1,16,420
43	Shri Jai Hari Dalmia, 4, Scindia House, New Delhi.	Do.	1967-68	1,31,620
44	Shri Janak Raj C/o M/s. Shiv Prakash Janak Raj & Co., Amritsar.	Do.	1963-64	11,63,729
45	Shri Jethanand Manek Chand 14, Samuel Street, Bombay	Do.	1963-64	1,43,350
46	Shri Jawahar Lal Jain C/o M/s. Nanhoo Mal Jyoti Prasad, Halley Road, Kanpur.	HUF	1963-64	1,00,415
47	Shri Kailash Lamba C/o Volga Restaurant, N. Delhi.	Ind.	1963-64	1,24,057
48	Shri Kanti Kumar Behal C/o Pearl Wool'en Mills No. 1, Ludhiana.	Do.	1963-64	1,94,934
49	Shri Khilli Ram Prop. M/s. Rameshwar Das Rattan Lal, Gokul Bazar, Rewari.	Do.	1963-64	4,19,633
50	Shri L. P. Jaiswal, 54, Ring Road, Lajpat Nagar, New Delhi.	Do.	1955-56	1,46,542
51	Leelawati Bist, legal heir of Late Sh. Dan Singh Bist, P. O. Bist Estate, Nainital.	Do.	1963-54	1,88,009
52	Pt. Lila Ram, Masjid Moth, N. Delhi.	HUF	1963-64	6,76,195
53	Smt. Laj Kaur, 9-Friends Colony, New Delhi.	Ind.	1966-67 1967-68	1,35,554 2,01,093
54	Mansoor Ali P/o M/s. Rasulji Buxji, Udaipur.	Do.	1963-64	1,16,154
55	Smt. Malan Devi C/o Chakimal Hukam Chand, Ludhiana.	Do.	1963-64	1,51,700
56	Late Shri Mahavir Kapur through legal heirs, Smt. Sarla Devi & others C/o Indian Imple-ments Mfg. Co. Aligarh.	Do.	1963-64	1,84,994
57	Late Manohar Lal Soni, through legal heirs C/o. R.K. Machine Tools, Ludhiana.	Ind	1963-54	2,22,630
58	Manohar Lal, 57, Rajpur Road, Dehradun.	Do.	1963-64	2,34,650
59	M.R. Dhawan, 4/8 Asaf Ali Road, New Delhi.	Do.	1963-64 1964-65 1965-66	5,80,586 3,64,134 29,34,971
60	Madan Lamba C/o Volga Restaurant, New Delhi	Do.	1963-64	2,71,355
61	Mohan Singh Bist, P/o Bist Estate, Nainital.	HUF	1963-64	2,66,766
62	Manmohan Nath Seth, Shanti Niketan, Civil Lines, Meerut.	Ind.	1963-64	1,32,734
63	Mukhtiar Singh Sodhi C/o New Janta Goods Transport Co., Agra.	Do. Do.	1963-64 1965-66 1964-65	1,14,066 1,30,394 1,51,935
64	Smt. Manjit Kaur, 9-Friends Colony, New Delhi	Do.	1966-67 1967-68	1,18,665 2,08,544

1	2	3	4	5
65	Seth Munna Lal & Sons, 26, Ferozshah Road, N. Delhi.	HUF	1962-63	4,68,800
66	Mirdu Hari Dalmia, 4, Scindia House, New Delhi.	Ind.	1967-69	1,18,058
67	Smt. Maqsuda Begum, Munir Manzil, Srinagar.	Do.	1963-64	3,18,267
68	Mohd. Shafi C/o M/s. J. K. Timber Traders, Residency Road, Srinagar.	Do.	1963-64	1,52,960
69	Smt. Mohmood Bakshi, C/o Residency Road, Srinagar.	Do.	1963-64	1,12,810
70	Mohinder Singh Uppal C/o Hemla Embroidery Mills (P) Ltd., Faridabad.	Do.	1963-64	1,08,840
71	Narinder Kumar Soni (Minor) C/o R. K. Machine Tools, Ludhiana.	Do.	1963-64	2,22,630
72	Nar Hari Dalmia 4, Scindia House, N. Delhi.	Do.	1967-68	1,07,940
73	Narain Dass Jain C/o M/s Mangoo Mal Jyoti Prasad, Halley Road, Kanpur.	HUF	1963-64	1,00,415
74	Prem Chand Gupta C/o M/s. Auto Sales, 53, Gandhi Road, Dehradun.	Indl.	1963-64	1,11,315
75	Prithvi Nath Seth, Shanti Niketan, Civil Lines, Meerut.	Do.	1963-64	1,44,860
76	Seth Puran Chand C/o Kundan Sugar Mills, Amroha.	HUF	1963-64	2,94,150
77	Ravindra Singh Sawhney, 12, Roshanara Rd., New Delhi.	Indl.	1963-64	1,69,398
78	Raj Kumar Soni C/o M/s. R. K. Machine Tools, Ludhiana.	Do.	1963-64 1962-63	2,29,578 2,26,325
79	Rajindra Kumar Gupta, C/o M/s. S. Chand and Co., Ram Nagar, Delhi.	Do.	1963-64	1,19,973
80	Seth Rajinder Lal C/o Pannjee Sugar Mills, Bulandshahr.	HUF	1962-63	1,32,680
81	Roshan, Lal 167, P. D. Mello Road, Bombay-1	Indl.	1963-64	1,03,96,429
82	R. N. Aggarwal, 165, Jor Bagh, New Delhi.	Do.	1958-59 1966-67	6,17,056 1,28,575
83	Radha Devi Rathi, Katra Rathi, Chandni Chowk, Delhi.	Do.	1963-64	1,08,233
84	Raghuvendra Singh, 16, Aurangzeb Road, N. Delhi.	Do.	1963-64	1,40,234
85	Seth R. Dalmia, 10, Darya Ganj, Delhi.	Do.	1963-64	86,17,926
86	Ragu Hari Dalmia, 4, Scindia House, New Delhi	Do.	1967-68	1,25,840
87	M/s. R. K. Seth & Sons, 40-42, Dhanji Street, Bombay.	HUF	1963-64 1964-65	4,09,257 2,22,301
88	Raj Kumar C/o Shiv Prakash Janak Raj & Co., Amritsar.	Indl.	1963-64	14,50,635
89	Raemesh Seth C/o Shiv Prakash Janak Raj & Co., Amritsar.	Do.	1963-64	11,54,222
90	Sucha Singh Anand C/o M/s. Firestone Tyres & Rubber Co., (P) Ltd., Kashmiri Gate, Delhi.	Indl.	1958-59 1959-60 1960-61 1961-62 1963-64	1,40,093 1,44,629 2,50,563 2,54,068 2,13,698
91	Surendra Kumar C/o M/s. Indian Implements Manufacturing Co. Aligarh.	Do.	1963-64	2,13,712
92	Shyam Lal Gupta C/o M/s. S. Chand & Co., Ramnagar, Delhi.	Do.	1963-64	4,95,904
93	Shiv Prakash C/o Shiv Prakash Janak Raj & Co., Amritsar.	Do.	1963-64	12,74,674

1	2	3	4	5
94	Sadanand, IIIA/113 Ashok Nagar, Kanpur.	Indl.	1959-60 1960-61 1961-62 1963-64	1,37,214 1,79,118 2,05,832 1,52,233
95	Smt. Sneh Lamba C/o volga Restaurant, N. Delhi.	Do.	1963-64	1,67,961
96	Satish Kumar Behal C/o Pearl Woollen Mills, No. 1, Ludhiana.	Do.	1963-64	1,67,961
97	Tahal Singh C/o M/s. New Janta Goods Transport, Co., Agra.	Do.	1963-64 1965-66 1964-65	4,12,067 1,29,579 1,51,065
98	Vinod Kumar Soni (Minor) C/o. R.K. Machine Tools, Ludhiana.	Do.	1963-64	2,22,630
99	Vijay Kumar Behal C/o Pearl Woollen Mills No. 1, Ludhiana.	Do.	1963-64	1,67,961
100.	V. N. Seth, Shanti Niketan, Civil Lines, Meerut.	Do.	1963-64	1,29,198
101	V. K. Kholi, 6A Connaught Place, New Delhi.	Do.	1963-64	2,53,312
102	V. H. Dalmia, 4, Scindia House, N. Delhi.	Do.	1967-68	1,69,760
103	Walaiti Lal Kholi, 6-A, Connaught Place, New Delhi.	Do.	1963-64	6,46,050
104	Yogendra Prakash Goel, Hirday Bhavan, Behari-pur, Bareilly	Do.	1963-64	1,78,883
105	Yadu Hari Dalmia, 4, Scindia House, New Delhi.	Do.	1967-68	1,25,300

II. Names of all firms, association of persons and companies assessed on an income of over Rs. 10 lakhs in the financial year 1967-68

S. No.	Name and Address of the assessee	Status	Assessment Year	Income assessed under I.T. Act, 1961
1	2	3	4	5
1	Amrit Banaspati Co. Ltd., Ghaziabad.	Company	1963-64	36,05,332
2	B. Dharam Singh Antar Singh & Co. C/o Nath Ahuja & Co. C. As, Karol Bagh, N. Delhi.	R.F.	1963-64	13,20,190
3	Bharat Nidhi Ltd., 5-Parliament Street, New Delhi.	Company	1963-64	17,24,173
4	Chanan Lal & Bros., 167, P.D. Mello Road, Bombay.	R.F.	1963-64	2,07,23,371
5	Cement Distributors (P) Ltd., 4, Scindia House, New Delhi.	Company	1963-64	10,49,652
6	Dharam Singh Ram Singh Motors (P) Ltd., 3A/3 Asaf Ali Road, N. Delhi.	Do.	1962-63	21,41,439
7	D.L.F. Housing & Construction Co. (P) Ltd., Connaught Circus, New Delhi.	Do.	1963-64	24,00,070
8	Dalmia Cement (P) Ltd., 4, Scindia House, N. Delhi.	Do.	1964-65 1965-66	1,03,02,593 1,42,19,658
9	Dalmia Dadri Cement Ltd., 10, Darya Ganj, Delhi.	Do.	1963-64	17,23,261
10	M/s. Escorts Ltd., 12, Roshanara Road, Delhi.	Do.	1963-64	38,07,071
11	Globe Associates (P) Ltd., 4/3, Asaf Ali Road, N. Delhi.	Do.	1963-64	10,13,238
12	Hari Bros (P) Ltd., 4, Scindia House, N. Delhi.	Do.	1967-68	10,39,013
13	Jaipur Udyog Ltd. Swai Madhopur (Rajasthan).	Do.	1963-64	80,99,128

1	2	3	4	5
14	Jaswant Sugar Mills Ltd., Meerut.	Company	1963-64	11,10,500
15	Kundan Sugar Mills, Amroha.	Firm	1962-63	39,35,195
16	K. G. Khosla & Co. (P) Ltd., 1-Desh Bandhu Gupta Road, New Delhi.	Company.	1963-64	18,57,719
17	M/s. L. H. Sugar Factory & Oil Mills, (P) Ltd., Pilibhit.	Do.	1963-64	16,05,436
18	Lord Krishna Sugar Mills Ltd., Saharanpur.	Do.	1963-64	20,88,919
19	Modi Spinning & Weaving Mills, Modi Nagar.	Do.	1963-64	45,25,540
20	Modi Industries Ltd., Modi Nagar.	Do.	1963-64	30,46,894
21	Oswal Woollen Mills Ltd., Ludhiana.	Do.	1963-64	16,26,248
22	Orissa Cement Ltd., 4, Scindia House, N. Delhi.	Do.	1963-64	1,02,84,935
23	R.K. Machine Tools, Ludhiana.	R.F.	1963-64 1962-63	11,13,148 10,05,077
24	M/s. Raza Buland Sugar Co. Ltd., 4, Scindia House, N. Delhi.	Company	1962-63	20,37,493
25	M/s. Steel (1957) Pvt. Ltd., 167, P.D. Mello Road, Bombay.	Do.	1963-64	88,52,691
26	Sir Shadi Lal Sugar & Genl. Mills Ltd., Mansur- pur, District Muzaffarnagar.	Do.	1955-56	16,00,073
27	M/s. South Asia Industries (P) Ltd., 10, Darya Ganj, Delhi.	Do.	1963-64	23,73,080
28	M/s. Shiv Parkash Janak Raj & Co., Amritsar	R.F.	1963-564	29,24,286
29	M/s. Shiv Parkash Janak Raj Ramesh Seth, Dharam Paul & Raj Kumar Seth (AOP), Amritsar.	A.O.P.	1963-64	29,24,286
30	M/s. Swadeshi Cloth Dealers Ltd., General Ganj, Kanpur.	Company	1963-64	17,37,088
31	M/s. Swadeshi Cotton Mills Co. Ltd., Swadeshi House, Civil Lines, Kanpur.	Do.	1963-64 1958-59	48,95,769 48,82,130

[No. 1(F. No. 51/PN(2)/C].

**S.O. 3970.**—As authorised and directed by the Central Government *vide* Government of India, Ministry of Finance (Department of Revenue and Insurance), New Delhi's order F. No. 16/203/67-ITB dated 25th March, 1969, in terms of Section 287 of the Income Tax Act, 1961 (43 of 1961), the names and other specified particulars relating to assesses;

(i) being Individuals or Hindu Undivided Families, who have been assessed on an Income of more than one Lakh of Rupees;

(ii) being firms, Association of Persons or Companies, who have been assessed on an income of more than Ten Lakhs of Rupees;

assessed during the financial year 1968-69 are hereby published.

I. Name of all Individuals and Hindu Undivided Families assessed on an income of Rs. 1 lakh in the financial year 1968-69

S. No.	Name & address of the assesses	Status	Assessment year	Income assessed under I. T. Act 1961
1	2	3	4	5
1	Avtar Singh, 3314, Arya Pura, Subzi Mandi, Delhi	Ind.	1963-64	1,53,951
2	Antar Singh Sawhney, C/o M/s. Nath Ahuja & Co. C. As. Karol Bagh, New Delhi.	Do.	1964-65	12,37,420
3	A. H. Dalmia, 4-Scindia House, N. Delhi	Do.	1968-69	1,18,177

1	2	3	4	5
4	Bakshi Abdul Majid, Pamposh Hotel, Sri Nagar, Pamposh Hotel, Sri Nagar	Ind.	1964-65 1956-57	19,32,221 3,83,2612
5	Ali Shah, P/o. Kashmir Motors, Srinagar.	Do.	1962-63	1,39,000
6	B. K. Bedi, C/93, Maharani Bagh, New Delhi	Do.	1957-58	3,20,616
7	Late Shri Baikunth Nath Seth through Legal heir Shri Chander Sheikhar C/o M/s. Seth Bros. Shantiniketan, Meerut	Do.	1964-65	1,58,000
8	Seth Banarsi Dass Gupta C/o Jaswant Sugar Mills Ltd., Meerut.	Ind.	1963-64	1,44,670
9	Seth Banarsi Dass Gupta C/o above.	HUF	1958-59 1964-65	4,44,536 3,37,790
10	Bishamber Nath Aggarwal, C/o M/s. Chhittar- mal Dayal, Bellanganj, Agra.	Do.	1964-65	1,03,451
11	Begum Aftab Zamani 2- Sardar Patel Road, New Delhi.	Ind.	1964-65	1,61,350
12	Baldev Krishan Bahl, C/o Pearl Woollen Mills No. I, 425, I. A. A., Ludhiana	Ind.	1964-65	3,01,557
13	Bakshi Bashir Ahmed Residency Road, Sri-Nagar.	Ind.	1962-63 1964-65	1,00,995 5,62,639
14	Shrimati Champa Gauri C/o M/s. V. C. Durlabh- jee, Jaipur	Do.	1964-65	1,10,996
15	Chaman Lal, 167, P.D. Mello Road, Bombay	Do.	1964-65	9,02,720
16	Charan Dass C/o Phool Theatre, Patiala	D.	1964-65	1,07,448
17	C. M. Gupta, Dheradun	Do.	1964-65	1,04,320
18	Chand Rattan Rathl, Katra Rathl, Delhi.	Do.	1964-65	2,36,619
19	Daya Shanker Pandey C/o Rajkumar Daya Shanker, Kanchen Bhavan, Gandhi Nagar, Kanpur.	Do.	1960-61 1964-65	1,56,730 1,55,300
20	Dharambir, Bhotia Parao, Haldwani	HUF	1964-65	1,54,721
21	D. R. Mago, Prop. M/s Jagson Traders, Qutab Road, Delhi	Ind.	1963-64 1964-65	1,50,247 1,80,525
22	Late Dan Singh Bist through his Legal heir, Bist Estate, Nainital.	Ind.	1964-65	1,68,105
23	Dharam Paul Seth C/o M/s. Shiv Prakash Janak Raj & Co., Amritsar.	Do.	1964-65	15,24,540
24	F. C. Mehra, 13, B, Rajinder Park, New Delhi	Ind.	1964-65 1957-58 1963-64	8,41,900 1,10,261 8,84,509
25	R. B. Seth G. M. Modi, Modi Bhavan, Modinagar.	Ind.	1964-65	1,28,998
26	Gopal Chand, C/o M/s. Rameshwar Dass Prem Chand Gokal Bazar, Rewari.	Do.	1964-65	4,17,063
27	Girdhari Lal, C/o M/s. Girdhari Lal & Sons, Hall Bazar, Amritsar.	Do.	1964-65	2,69,366
28	Gordhan Das Rathl, Katra Rathl, Delhi	Do.	1964-65	1,37,872
29	H. C. Goleha, Mortl Singh Bhoomiyan-ka- Rasta Johri Bazar, Jaipur.	Do.	1964-65	1,68,090
30	H. P. Nanda, 12, Jor Bagh, N. Delhi	Do.	1964-65	1,79,223
31	Harish Chand C/o M/s. Chhitter Mal Ram Dayal Bellan Ganj, Agra.	HUF	1964-65	2,04,234
32	Harish Lamba C/o Volga Restaurant, New Delhi	Ind.	1964-65	1,60,064
33	Hari Kishan Rathl, Katra Rathl, Delhi	Do.	1964-65	4,18,168
34	Dr. H. Ram Aggarwal, 6-Taylor Road, Amrit- sar.	Do.	1967-68	1,24,518
35	I. C. Gupta, Dehradun	Do.	1964-65	1,59,420
36	Inder Singh C/o M/s Singh Engg. Works(P) Ltd., G. T. Road, Kanpur.	Do.	1968-69	1,11,110
37	Jaspal Singh 12, Roshnara Road, Delhi.	Do.	1963-64	1,72,267
38	Joginder Singh 12, Roshnara Road N. Delhi	Do.	1963-64 1964-65	14,70,131 11,79,754
39	Jagdish Lamba C/o Velga Restaurant, New Delhi	Do.	1964-65	1,63,314

1	2	3	4	5
40	Janak Raj Malik, 10-New Colony, Gurgaon	Ind.	1964-65	4,34,928
41	J. Dalmia, 4- Scindia House, New Delhi	Do.	1967-68	1,58,256
			1968-69	1,86,378
42	Jai Hari Dalmia 4-Scindia House, New Delhi	Do.	1968-69	1,35,250
43	Jagdish Lal Bahl, C/o Pearl Woollen Mills N. 1, 425-I. A. A. Ludhiana	Do.	1964-65	2,74,750
44	Jai-Lal Mehra, C/o Maharaj Mal Hans Raj, Amritsar.	H.U.P.	1964-65	7,82,906
45	Jetha Nand Manek Chand 144, Samuel Street, Bombay-9.	Indl.	1964-65	2,40,215
46	Janak Raj, C/o M/s, Shiv Prakash Janak Raj & Co., Amritsar.	Do.	1964-65	14,94,531
47	Jugal Kishore C/o Williti Ram Jaishi Ram, Amritsar.	H.U.F.	1964-65	2,44,468
48	Jagdish Chandra C/o above.	Do.	1964-65	2,52,166
49	Joginder Lal C/o above.	Do.	1964-65	2,61,541
50	Jai Gopal C/o above	Indl.	1964-65	2,61,569
51	Khel Shanker Durlabhjee, P/s M/s, R. Y. Durlab- hjee, Jaipur.	Do.	1964-65	12,87,770
52	Kailash Lamba C/o Volga Restaurant, C. F., New Delhi.	Do.	1964-65	1,00,178
53	Khilli Ram Pro, M/s. Rameshwar Das Rattan Lal Gokal Bazar, Rewari.	Do.	1964-65	7,39,421
54	K. D. Surekha, 41, D, Kamla Nagar, Delhi	Do.	1964-65	3,85,007
55	Kungoo Mal, C/o M/s. Ghanshyam Dass & Co. Sillguri, Dar ceiling.	Do.	1964-65	1,29,030
56	K. G. Khosla, 1-Deshbandhu Gupta Road, New Delhi	Do.	1964-65	1,46,604
57	Kanti Kumar Bahl, C/o Pearl Woollen Mills No. 1 425, I. A. Co., Ludhiana	Do.	1964-65	2,13,877
58	Smt. Kamla Vati C/o, M/s Maharaj Mal Hans Raj, Amritsar.	Do.	1964-65	2,92,478
59	Kamlesh Kumar Rathi, Katra Rathi, Delhi	Do.	1964-65	1,66,924
60	Pr. Lila Ram, Masjid Moth, Rew Delhi. HU	HUF	1964-65	2,18,809
61	Lalit Kumar Khanna C/o Maharaj Mal Hans Raj, Amritsar.	Do.	1964-65	12,74,991
62	Lakh Raj Manek Chand, 51, Indra Market, Sabzi Mandi Delhi	Ind.	1964-65	1,97,896
63	Late Seth Kundna Lal through Shri Puran Chand & Others Lega eirs C/o Kundan Sugar Mills, Amroha	Do.	1964-65	1,09,800
64	Manohar Lal, 57, Rajpur Road, Dehradun	Do.	1964-65	1,56,700
65	Man Mohan Nath Seth C/o Seth Bros., Shanti Niketan, Meerut.	Do.	1964-65	1,27,940
66	Late Shri Mahabir Kapoor through Regal heir Shrimati Sarla Kapoor C/o Indian Implements Manufacturing Co. Aligarh	Do.	1964-65	1,69,270
67	M. C. Gupta, Dheradoon	Do.	1964-65	1,01,320
68	Seth Munna Lal & Sons 26, Ferozshah Road, New Delhi	I. U.F.	1961-62	1,98,190
			1964-65	1,41,020
69	Madan Lamba C/o Volga Restaurant, Cennayght Place, New Delhi	Do.	1964-65	3,25,271
70	Mohan Singh Bist, P. O. Bist Estate, Nanital	Do.	1964-65	1,70,952
71	Smt. Maqszuda Begum, Pampose Hotel, Srinagar. Srinager	Ind.	1964-65	8,15,096
72	Smt. Mumtaz Begum C/o Keshmir Motors, Srinagr.	Do.	1964-65	1,20,685
73	Late Shri Manharlal Seni, through Smt. Rashmi Smt Rashmi Devi & Other legal heirs, C/o R. R. K. Machin To ls, Ludhiana.	Do.	1956-57	1,14,250
			1957-58	1,10,041
74	N. V. Jain P/s M/s V. C. Durlabhjee, Jaipur.	Do.	1964-65	1,65,201
75	Prithvi Nath Seth C/o Seth Bros. Shanti Niketan Meerut.	Do.	1964-65	1,40,830

1	2	3	4	5
76	Seth Pura Chand C/o Kundan Sugar Mills Ltd., Meerut.	H.U.F.	1964-65 1965-66	1,72,270 1,56,370
77	Padam Chand P/o M/s. Chhittar Mal Ram Dayal, Belon Ganj, Agra.	Do.	1964-65	1,82,783
78	Peerey Lal Kapur C/o M/s. Kapur Spinning Mills, Amritsar.	Do.	1965-66	1,07,681
79	Poonam Chand Rathi, Katra Rathi, Delhi.	Do.	1964-65	1,46,568
80	Prem Rattan Rathi, Katra Rathi, Delhi.	Do.	1964-65	1,51,941
81	Ram Niwas, Military Contractor, Alwar.	Indl.	1964-65	1,89,899
82	Rashmi Kant Durlabhjee, P/o M/s. R. Y. Durlabhjee, Jaipur.	Do.	1964-65	8,82,705
83	Ravinder Singh, 12-Roshanara Road, Delhi.	Do.	1964-65	1,13,029
84	Remesh Prakash C/o Prakash Timber (P) Ltd., Bareilly.	Do.	1963-64	3,23,508
85	Roshan Lal, 167-P. D. Mello Road, Bombay.	Do.	1964-65	9,15,350
86	Rajendra Kumar Gupta, P/o S. Chand & Co., Ram Nagar, New Delhi.	Do.	1964-65	1,75,570
87	Raj Kumar Dixit, C/o Raj Kumar Daya Shanker, Kanchan Bhavan, Gandhi Nagar, Kanpur.	Do.	1960-61 1964-65	1,50,734 1,55,300
88	Rajeshwar Prasad C/o Nagar Talkies, Ambala Cantt.	H. U. F.	1964-65	1,41,298
89	Rajinder Lal, Prop. M/s. Pannijee Sugar Mills, Buland Shahar (U. P.)	Do.	1963-64	3,63,490
90	Rameshwar Das C/o M/s. Rameshwar Das Prem Chand, Gokal Bazar, Rewari.	Ind.	1964-65	6,64,395
91	R.H. Dalmia, 4, Scindia House, New Delhi.	Do.	1968-69 1964-65	1,17,807 3,04,100
92	Reghvendra Singh C/o D.L.F. Housing & Construction (P) Ltd., 40-F, Con. Place, New Delhi.	Do.	1965-66	2,77,649
93	Seth R. Dalmia, 10-Darya Ganj, Delhi.	Do.	1964-65 1965-66	8,93,128 47,43,000
94	Ram Lubhya, C/o G.R. Trading Co. Katra Ahluwalia, Amritsar.	Do.	1964-65	2,65,826
95	Radha Kishan, Prop. M/s. United India Woollen Mills, Putlighar, Amritsar.	Do.	1964-65	15,42,849
96	Smt. Roop Rani C/o M/s. Maharaj Mal Hans Raj, Amritsar.	Do.	1964-65	7,74,003
97	Ram Chander Rathi, Katra Rathi, Delhi.	HUF	1964-65	1,57,826
98	Smt. Radha Devi, Katra Rathi, Delhi.	Ind.	1964-65	1,73,980
99	Rishi Ram Aggarwal & Bros., Amritsar.	HUF	1964-65 1965-66 1966-67	1,62,69 1,25,799 1,11,752
100	Rishi Ram Aggarwal C/o M/s. New India Embroidery Mills (P) Ltd., Amritsar.	Indl.	1967-68	1,08,828
101	Raj Kumar C/o M/s. Shiv Prakash Janak Raj & Co., Amritsar.	Do.	1964-65	19,37,864
102	Ramesh Seth C/o above.	Do.	1964-65	15,20,162
103	Sucha Singh Anand C/o Fire Stone Tyre & Rubber Co. of India (P) Ltd., Kasmer Gate, Delhi.	Do.	1964-65	1,74,760
104	Surrender Kumar C/o Indian Implements Mfg. Co., Aligarh.	Do.	1965-66	1,75,710
105	Subodh Kumar C/o above.	Do.	1964-65	1,37,550
106	Sita Ram P/o M/s. Chhittar Mal Ram Dayal, Belon Ganj, Agra.	HUF	1964-65	1,15,556
107	Surjit Singh C/o M/s. Surjit Motors (P) Ltd., D-38 Defence Colony, New Delhi	Ind.	1964-65	1,82,931
108	Satish Kumar Bahl, C/o Pearl Woollen Mills No. 1, 425-I, A.A., Ludhiana.	Do.	1964-65	1,51,565
109	S.L. Sharma, 2/60, Ramjas Road, New Delhi.	Do.	1964-65 1963-64	2,05,568 1,50,247 1,46,317

1	2	3	4	5
110	Satish Kumar Kapur C/o Kapur Spinning Mills, Amritsar.	Ind.	1965-66	1,04,713
111	Shyam Lal Gupta C/o S. Chand & Co., Ram Nagar, New Delhi.	Do.	1964-65	5,17,947
112	Shiv Prakash C/o Shiv Prakash Janak Raj & Co., Amritsar.	Do.	1964-65	16,90,729
113	M/s. Tulai Ram Viday Rattan, Haldwani.	H.U.F.	1948-49	1,88,075
			1949-50	1,30,038
			1950-51	1,38,310
			1951-52	1,45,621
			1952-53	1,35,691
			1953-54	1,62,626
			1954-55	1,54,735
			1955-56	1,23,658
			1956-57	1,31,747
114	Tikam Chand C/o M/s. Chhittar Mal Ram Dayal, Belon Ganj, Agra	Do.	1964-65	1,78,775
115	Uma Charan, 2-Park View Area, Karol Bagh, New Delhi.	[Indl.	1964-65	1,01,455
116	V.H. Dalmia, 4, Scindia House, N. Delhi.	Do.	1968-69	1,74,700
117	Vijay Kumar Behal, C/o Pearl Woollen Mills No.1, 425-I. A.C., Ludhian.	Do.]	1964-65	2,74,750
118	Vidya Prakash Kapoor, 90 Kapoor Spinning Mills, Amritsar.	Do.	1965-66	1,09,474
119	Vipin Kumar Kapoor C/o above.	Do.	1965-66	1,04,988
120	Late Shri Vishnu Nath Seth through legal heir Arvind Seth, Shanti Niketan, Meerut.	Do	1964-65	1,91,760
121	N.L. Kohli, 6-A, Connaught Place, N. Delhi.	Do.	1964-65	1,68,550
122	Yadu Kari Dalmia, 4-Scindia House, New Delhi.	Ind.	1968-69	1,17,670
123	Yogendra Prakash Goel, Beharipur, Bareilly.	Do.	1964-65	2,56,917

II. Names of all firms association of persons and Companies assessed on an income of over Rs. 10 Lakhs in the financial year 1968-69

S.No.	Name and address of the assessee	Status	Assessment year	Income assessed under I.T Act, 1961
1	2	3	4	5
1	M/s. Amrit Banaspati Co. Ltd., Ghaziabad.	Coy	1964-65	19,26,550
2	Bharat Nidhi Ltd. 5-Parliament Street, New Delhi.	Do.	1964-65	17,07,927
			1956-57	13,40,920
			1957-58	19,40,567
			1958-59	17,94,226
3	Bharat Union Agencies (P) Ltd., 10-Darya Ganj, New Delhi.	Do.	1956-57	92,57,705
4	M/s. Cement Distributors (P) Ltd., 4-Scindia House, New Delhi.	Do.	1965-66	10,04,065
5	M/s. Dalmia Cement (Bharat) Ltd., 4-Scindia House, New Delhi.	Do.	1966-67	1,21,07,920
6	M/s. Dalmia Cement Ltd. 4-Scindia House, New Delhi.	Do.	1964-65	25,35,909
7	M/s. Dalmia Dadri Cement Ltd. 10, Darya Ganj, N. Delhi.	Do.	1964-65	12,42,960
8	M/s Chaman Lal & Bros. 167-P, De Mello Road, Bombay.	Firm	1964-65	17,66,972



1	2	3	4	5
9	M/s. Dharam Singh Babek Singh, 12-Roshanara Road, Delhi.	Firm	1963-64	16,01,192
10	M/s. Dharam Singh Ram Singh Motors (P) Ltd. th. Official Receiver, 114-Sunder Nagar, N. Delhi.	Coy.	1963-64	25,09,925.
11	M/s. Escorts Ltd., Escorts House, Roshanara Road, Delhi.	Coy.	1964-65	39,64,105
12	M/s. Goetze (India) Escorts House, Roshanara Road, Delhi.	Coy.	1965-65	17,93,290
13	M/s. Jaipur Udyog Ltd., Sawaimadhopur.	Do.	1964-65	71,17,830
14	M/s. K.G. Khosla & Co. (P) Ltd. 1-Deshbandhu Gupta Road, New Delhi.	Do.	1964-65	14,83,980
15	M/s. Lord Krishna Sugar Mills Ltd., Saharanpur.	Do.	1964-65	10,57,550
		Do.	1965-66	18,15,500
16	M/s. Maharaj Mal Hans Raj, Bazar Ghantaghar, Amritsar.	Firm	1964-65	21,91,055
17	M/s. Modi Industries Ltd., Modinagar (UP).	Coy.	1964-65	45,73,530
18	M/s. Modi Spinning & Weaving Mills Ltd., Modi Nagar (UP).	Do.	1964-65	32,07,051
19	M/s. Orissa Cement Ltd., 4-Scindia House, New Delhi.	Do.	1964-65	25,57,657
20	M/s. Oswal Woollen Mills Ltd., Miller Ganj, Ludhiana.	Do.	1964-65	13,39,260
21	Pearl Woollen Mills No. 1, 425-Industrial Area ('A'), Ludhiana.	Firm	1964-65	13,73,750
22	Panipat Woollen & Genl. Mills Co. Ltd., Kharan, (Chandigarh).	Coy.	1964-65	16,12,680
23	M/s. Raza Buland Sugar Co. Ltd. Rampur (U.P.)	Do.	1964-65	19,07,353.
24	M/s. Rameshwar Dass Prem Chand, Gopi Bazar, Rewari.	Firm	1964-65	26,54,180
25	M/s. R.Y. Durlabhjee, Jaipur	Do.	1962-63	11,26,000
			1963-64	23,60,000
			1964-65	21,08,733
			1967-68	12,32,429
26	M/s. Swadeshi Cotton Mills Co. Ltd., Civil Lines, Kanpur.	Coy.	1955-56	15,09,418
			1964-65	26,37,910
27	M/s. Shiv Prakash Janak Raj & Co., Amritsar.	Firm	1964-65	40,22,076
28	M/s. Shiv Prakash Janak Raj, Ramesh Seth, Dharam Pal Seth & Raj Kumar Seth, Amritsar.	AOP	1964-65	35,19,316

[No. 2 (F.No. 51/PN(2)/C)]

New Delhi, the 3rd September 1969

**S.O. 3971.**—As authorised and directed by the Central Government, *vide* Government of India, Ministry of Finance (Department of Revenue & Insurance), New Delhi's Order F. No. 16/202/67-ITH dated 25th March, 1969, in terms of Section 287 of the Income Tax Act, 1961, the names and other specified particulars relating to the assessee on whom a penalty of not less than Rs. 5,000/- was imposed under the provisions of the Income Tax Act, 1961 during the financial years 1966-67, 1967-68 and 1968-69 where no appeal to the Income Tax Appellate Tribunal was presented within the time allowed or the appeal if presented has been disposed of, are hereby published.

*'Financial Year 1966-67'*

S. No.	Name & address of assessee	Status	Asstt. year	Amount of penalty	Nature of penalty
1	2	3	4	5	6
1	Shri Kailash Lamba Prop., M/s. Continental Furnishers, Panchkuian Road, New Delhi.	Individual	1960-61	Rs. 5,318	Concealment of income.

1	2	3	4	5	6
2	M/s. New India Embroidery Mills Pvt. Ltd., Chhchrata, Amritsar.	Company	1960-61	Rs. 13,455	Concealment of Income
3	M/s. Pearl woollen Mills No. 2, Ludhiana.	Firm	1960-61	5,026	False estimate of or failure to pay advance tax.
4	M/s. Raj Kumar Jagdish Lal Inder Pal, Leasees of Pearl Hosiery Mills, Ludhiana.	Firm	1955-56 1956-57 1957-58 1959-60	32,000 5,801 16,700 6,800	Concealment of income. Do. Do. Do.
5	M/s. R. G. Govan & Co., Pvt. Ltd., New Delhi.	Company.	1961-62	45,000	Do.

*'Financial Year. 1967-68'*

S. No.	Name & address of assessee	Status	Asstt. Year	Amount of penalty	Nature of penalty
1	2	3	4	5	6
1	M/s. Amrit Banaspati Co. Ltd., Ghaziabad.	Company	1961-62	Rs. 7,200	Concealment of income.
2	M/s. Globe Motors (Workshop) Pvt. Ltd., 14/1, Delhi Mathura Road, Faridabad.	Company	1967-68	20,435	Default in payment of tax.
3	M/s. Indian Implements Mfg. Co., Marries Road, Aligarh.	Firm.	1961-62	23,543	Concealment of income.
4	M/s. Kundan Sugar Mills, Amroha.	Firm	1954-55 1955-56	1,49,596 98,304	Do. Do.
5	M/s. New Janta Goods, Transport Co., Darsis No. 2, Agra.	Firm	1959-60 1960-61 1961-62 1962-63	8,242 7,491 25,650 8,230	Do. Do. Do. Do.
6	M/s. Pearl woollen Mills No. 1, Ludhiana.	Firm	1961-62	53,228	Do.
7	M/s. Raj Kumar Jagdish Lal Inder Pal, Leasees of Pearl Hosiery Mills, Ludhiana.	Firm	1953-54 1954-55	15,080 7,880	Do. Do.
8	M/s. R. K. Machine Tools, Ludhiana.	Firm	1961-62 1961-62	75,438 15,088	Do. Failure to furnish the return of income within time.

1	2	3	4	5	6
				Rs.	
9	Shri R. N. Aggarwal, 165, Individual Jorbagh, New Delhi.		1953-54 1954-55 1955-56 1956-57 1959-60 1960-61 1961-62 1962-63 1958-59 1954-55  1955-56 1956-57 1959-60 1960-61 1961-62 1962-63 1958-59	7,500 22,600 26,200 26,300 78,200 68,300 24,600 11,700 88,707 [11,405  14,132 13,912 39,695 35,255 13,421 6,579 35947	Concealment of income Do. Do. Do. Do. Do. Do. Do. Do. False estimate of or failure to pay ad- vance tax. Do. Do. Do. Do. Do. Do. Do.
10	Shri Sada Nand III, Individual A/113, Ashok Nagar, Kanpur.		1959-60  1960-61 1961-62	5,000  7,000 8,000	Concealment of in- come, Do. Do.
11	Shri Surinder Singh Kai- ron c/o Neelam Theatre, Chandigarh.	Individual	1959-60  1959-60  1964-65	60,930  11,000  46,000	Failure to furnish the return of income within time. False estimate of or failure to pay ad- vance tax. Do.

## 'Financial Year 1968-69'

S. No.	Name & address of assessee	Status	Assessment Year	Amount of penalty	Nature of penalty
1	2	3	4	5	6
				Rs.	
1	M/s. Amrit Banaspati Co. Ltd., Ghaziabad.	Company	1962-63 1969-70	29,250 8,000	Concealment of in- come. Default in payment of tax.
2	M/s. Dalmia Dadri Cement Ltd., 13, Darya Ganj, Delhi.	Company	1967-68 1957-68 1967-68	30,000 10,000 13,400	Do. Do. Do.
3	M/s. Edward Keven- ter(S) Pvt. Ltd., 10, Daryaganj, Delhi.	Company	1963-64	8,000	Do.

1	2	3	4	5	5
				Rs.	
4	M/s. Globe Financiers Pvt. Ltd., 4/8, Asaf Ali Road, New Delhi.	Company	1962-63	13,414	Failure to furnish the return of income within time.
5	M/s. New India Embroidery Mills Pvt. Ltd., Chheharta (Amritsar).	Company	1961-62	33,824	Concealment of income.
			1962-63	28,300	Do.
			1963-64	42,663	Do.
			1964-65	42,777	Do.
			1965-67	18,222	Do.
			1967-68	23,393	Do.
6	M/s. Pearl Wool'en Mills No. 1, Ludhiana.	Firm	1962-63	5,651	Failure to furnish the return of income within time.
7	Shri Ramkrishan Dalmia, 10, Daryaganj, Delhi.	Individual	1954-55	5,000	Default in payment of tax.
8	M/s. R. K. Machine Tools, Ludhiana.	Firm	1962-63	1,42,186	Concealment of income.
			1963-64	1,43,796	Do.
			1962-63	6,243	False estimate of or failure to pay advance tax.]
			1963-64	9,512	Do.]
9	M/s. Udaipur Mineral Development Syndicate Pvt. Ltd., Jaipur.	Company	1962-63	5,260	Do.

[No. 3 (F. No. 51/PN (1)/C)]

D. SUBRAMANIAN,

Commissioner of Income-tax,  
Delhi (Central),  
New Delhi.

## CENTRAL BOARD OF EXCISE AND CUSTOMS

## CUSTOMS

New Delhi, the 27th September 1969

S.O. 3972.—In exercise of the powers conferred by section 9 of the Customs Act, 1962 (52 of 1962), the Central Board of Excise and Customs hereby declares Ambarnath in Thana District in the State of Maharashtra to be a warehousing station.

[No. 137/69-Customs/F. No. 3/36/69-Cus.VII.]

P. K. KAPOOR, Under Secy.

(केन्द्रीय उत्पाद-शुल्क और सीमा-शुल्क बोर्ड)

सीमा-शुल्क

नई दिल्ली, 27 सितम्बर, 1969

सं० प्रो० 3973.—सीमा-शुल्क अधिनियम, 1962 (1962 का 52) की धारा 9 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय उत्पाद-शुल्क और सीमा-शुल्क बोर्ड, महाराष्ट्र राज्य के याना जिला में अम्बरनाथ को एतद्वारा भाण्डागारण स्टेशन घोषित करता है।

[सं० 37/69-सीमा-शुल्क/फा० सं० 3/36/69-सी० शु०-VII]

पी० के० कपूर, अवर सचिव।